



Amendment No. 1  
of  
Contract No. MA 7800 NA190000163  
for  
International Trucks Parts and Repairs  
between  
Longhorn International Trucks, Ltd.  
and the  
City of Austin

1.0 The City hereby amends the contract as follows:

1.1 The total Contract amount is increased by \$60,000. The total Contract authorization is recapped below

Term	Action Amount	Total Contract Amount
Basic Term (06/20/19 – 06/19/21)	n/a	\$2,136,026.00
Amendment No. 1: Administrative Increase	\$60,000.00	\$2,196,026.00

4.0 MBE/WBE goals were not established for this contract.

5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

Printed Name:

*James Greenwood*  
Longhorn International Trucks, Ltd.  
4711 E. 7th Street  
Austin, TX 78702  
[jgreenwood@kyrishtrucks.com](mailto:jgreenwood@kyrishtrucks.com)  
(512) 389-7231

Signature & Date:

*John Hilborn* 12-18-19  
John Hilborn, Contract Mgmt Specialist IV  
City of Austin  
Purchasing Office

*Erin Vincent*  
Procurement  
Supervisor

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)  
AND  
Longhorn International Trucks, Ltd. (“Contractor”)  
for  
International Trucks Parts and Repairs  
MA 7800 NA190000163**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Longhorn International Trucks, Ltd. having offices at 4711 E. 7<sup>th</sup> Street, Austin, TX 78702 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB 7800 JRH1011REBID.

**1.1 This Contract is composed of the following documents:**

- 1.1.1 This document
- 1.1.2 The City’s Solicitation, IFB 7800 JRH1011REBID including all documents incorporated by reference
- 1.1.3 Longhorn International Trucks, Ltd. Offer, dated May 13, 2019, including subsequent clarifications

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This document
- 1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

**1.3 Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 24 months. The Contract may be extended beyond the initial term for up to three (3) additional 12-month periods at the City’s sole option.

- 1.3.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- 1.3.1.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).
- 1.3.1.3 Prices are firm for the first twelve (12) months.

1.4 **Compensation.** The Contractor shall be paid a total not-to-exceed amount of \$2,136,026 for the initial Contract term, \$1,148,765 for the first extension option, \$1,206,204 for the second extension option, and \$1,266,514 for the third extension option, for a total contract amount not-to-exceed \$5,757,509. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

LONGHORN INTERNATIONAL TRUCKS, LTD.

CITY OF AUSTIN

James Greenwood  
Printed Name of Authorized Person

John Hilbun Enri Divincenzi  
Printed Name of Authorized Person

James Greenwood  
Signature

leadu  
Signature

Rate Manager  
Title:

Procurement Supervisor  
Contract Mgmt Specialist IV  
Title:

6-13-19  
Date:

6-21-19  
Date:



## CITY OF AUSTIN, TEXAS

### Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

**SOLICITATION NO:** IFB 7800 JRH1011REBID **COMMODITY/SERVICE DESCRIPTION:** International Trucks Parts and Repairs

**DATE ISSUED:** April 29, 2019

**REQUISITION NO.:** RQM 7800 19020400268

**COMMODITY CODE:** 06073, 92819, 92847

**BID DUE PRIOR TO:** 2:00pm CST May 14, 2019

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

**BID OPENING TIME AND DATE:** 3:00pm CST May 14, 2019

John Hilbun  
Contract Mgmt Specialist IV

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**Phone:** (512) 974-1054

**E-Mail:** [john.hilbun@austintexas.gov](mailto:john.hilbun@austintexas.gov)

**LIVE BID OPENING ONLINE:**

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/departments/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:**

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # IFB 7800 JRH1011REBID	Purchasing Office-Response Enclosed for Solicitation # IFB 7800 JRH1011REBID
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.**

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***



**This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.**

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	12
0500	SPECIFICATION	8
0505	DELIVERY LOCATIONS	2
0600	BID SHEET – Must be completed and returned with Offer	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete, sign and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* Sections are available on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

**The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all revisions, addenda and documents incorporated by reference, and agrees to be bound by the terms therein.**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Vendor Registration No. \_\_\_\_\_

Printed Name of Officer or Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Officer or Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(\* Completed Bid Sheet, section 0600 must be submitted with this signed Offer Sheet above to be considered for award)

**ACCEPTANCE:**

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. \_\_\_\_\_.

**CITY OF AUSTIN**

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title of Authorized Person

\_\_\_\_\_  
Date

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to [john.hilbun@austintexas.gov](mailto:john.hilbun@austintexas.gov) at least seven (7) calendar days before the solicitation due date.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will be considered.

3. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

OR

[PURInsuranceCompliance@austintexas.gov](mailto:PURInsuranceCompliance@austintexas.gov)

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

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- (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Garage Liability Coverage:** The Contractor may provide Garage Liability coverage in place of the Commercial General Liability and Business Automobile Liability policies. The Garage Liability policy shall provide a minimum limit of liability of \$500,000 Auto Only / \$500,000 Aggregate other than Auto. Coverage shall be provided for all owned, hired, and non-owned vehicles.
- (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation
    - (b) Thirty (30) days Notice of Cancellation
    - (c) The City of Austin listed as an additional insured
- v. **Property Coverage:** The Contractor shall provide all risk physical loss coverage for the vehicle and equipment in the care, custody, and control of the Contractor. Coverage shall continue until the work is accepted by the City. The limit of coverage required is the total estimated actual cash value of vehicles/equipment in the Contractor's care, custody, and control at any given time. The minimum limit of liability shall be \$100,000 with the ability to be increased to \$500,000 during the Contract term.
- (1) City of Austin shall be added as a loss payee.
- vi. **Garagekeepers Liability.** The Contractor may provide Garagekeepers Liability for the required property coverage for vehicles in the care, custody, and control of the Contractor. Comprehensive and collision coverage shall be provided on a Legal Liability basis. The limit of coverage required is the total estimated actual cash value of vehicles in the Contractors care, custody, and control at any given time. The minimum limit of liability shall be \$100,000 with the ability to be increased to \$500,000 during the Contract term.



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- (1) City of Austin shall be added as a loss payee.

Note: If shipment is made by common carrier, then the requirements for Workers Compensation Employee Liability and Business Automobile Liability Insurance are not required. The Contractor must provide a written statement if a common carrier will be used to deliver parts.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

4. **TERM OF CONTRACT:**

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 24 months. The Contract may be extended beyond the initial term for up to three (3) additional 12-month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

5. **PRE-AWARD**

- A. Prior to awarding a Contract, the City reserves the right to visit the premises of any Offeror being considered for a Contract. The site visit will be made during the evaluation process to determine whether or not the Offeror has the appropriate facilities, equipment, inventory, licenses, registrations, permits, and qualified personnel to perform according to the Scope of Work (Section 0500). Offerors, who in the City's opinion, do not have the resources to perform, will not be considered for Contract award regardless of their Bid price. The Offeror shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.
- B. In addition, in order to determine if the Offeror is responsible, the City reserves the right to review the Offeror's plan to comply with the requirement to make "Code Red" deliveries and "Expedited Services" as specified in the Scope of Work. Offerors who, in the City's opinion, do not have existing Agreements or resources in place will not be considered for Contract award regardless of their Bid price.

6. **POST-AWARD**

- A. The Contractor may be required to attend a post award meeting with City personnel within thirty (30) calendar days after Contract award. The purpose of the meeting is to discuss the terms and conditions of the contract.
- B. The City may perform site visits during the term of the Contract to verify that the Contractor or the Contractor's Subcontractor maintains the appropriate facilities, equipment, inventory, licenses, registrations, permits, and qualified personnel to perform according to the Scope of Work (Section

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0500). The Contractor, or the Contractor's Subcontractor shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.

**7. QUANTITIES:**

Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

**8. PICKUP AND / OR DELIVERY REQUIREMENTS**

- A. Pickups and deliveries shall be made as specified in the Scope of Work, Section 0500, after the order is placed. See Section 0505, for delivery locations. All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
- C. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- D. For Parts:
  - i. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
  - ii. No additional delivery charges (FedEx, UPS, etc.) will be paid by the City for any shipment unless the Fleet delivery order specifically states "Code Red" and "Code Red" is noted on the invoice. (NOTE: The term "Code Red" means that there is a critical need for the shipment such that the City is willing to pay expedited shipping charges for delivery as specified in the Scope of Work).
- E. For Repairs:
  - i. The Contractor shall provide, with each delivery, an itemized invoice with the following information:
    - Date the City authorized repairs
    - List of repairs made
    - Date repairs were completed
    - Itemized list of parts and products used for the repairs
    - Number of labor hours associated with the repairs
    - The vehicle or piece of equipment identification number (license plate, Vehicle Identification Number (VIN) or unit number).

**9. INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)**

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor. Additionally, invoices shall include a unique Purchase or Delivery Order Number and the following information, as applicable: pricing, the number of labor hours, equipment and/or part numbers, descriptions and quantities, the vehicle or piece of equipment identification number (license plate, VIN or unit number), credit for core charge for core exchanges, documentation

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to support all parts charged to the City, the Contractor's business name, "remit to" name and address, and the taxpayer identification number.

- B. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Fleet Services cannot process payments to or for a Third Party on behalf of the Contractor until the Third Party has been approved by the City and included in the Vendor's registration with the City.
- C. Invoices shall be mailed to the Fleet Service Center that placed the order (See Section 0505, for delivery locations).
- D. Monthly statements shall be mailed to the below address:

	City of Austin
Department	Fleet Services
Attn:	Accounts Payable
Address	1190 Hargrave Street
City, State Zip Code	Austin, TX 78702

- E. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

**10. VERIFICATION OF CONTRACTOR'S LABOR HOURS AND PARTS PRICING**

- A. Labor hours must be based on published industry standards where they apply. In areas where such standards have not been published, the City reserves the right to restrict labor hours based on historic experience for like repairs.
- B. Fleet Services Parts Room, Contract Compliance and/or Accounts Payable personnel will review invoices to determine the accuracy of charges invoiced. The review will be performed using the Bid Sheet, Section 0600, in effect at the time of contract award, revisions approved by the City, and the percentage mark up or discount as indicated on the bid sheet.
- C. If during the review the pricing is found to be different, the Contractor shall reimburse the City for the amount overcharged within thirty (30) calendar days after written notification from the Contract Manager.

**11. RESTOCKING FEES:**

- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

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**12. UNUSED INVENTORY (STOCK LIFT)**

- A. The City may require a stock lift on a quarterly basis. When required, the Contractor shall pick up and credit the City's account for items purchased during the Contract term which have not been used or have become obsolete for the City's needs, provided that these items are in the original cartons and in marketable condition. The amount credited to the City's account shall be the original purchase price for the items.
- B. The date for the quarterly stock lift shall be mutually agreed upon between the Contractor and the Fleet Services Materials Control Manager or designee.
- C. No restocking fees will be assessed for parts returned during a quarterly stock lift.
- D. At the end of the final Contract term, if the Contractor is not the successful vendor for the replacement Contract, when requested by the City, the Contractor shall pick up and refund the City for items purchased during the Contract term which were not used, provided the items are in the original cartons and in marketable condition. The amount refunded to the City shall be the original purchase price for the items less the restocking fee as outlined in the Restocking Fees provision above.

**13. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit within three (3) business days request of the City materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature submit within three (3) business days request of the City may subject the Offer to disqualification from consideration for award.

**14. HAZARDOUS MATERIALS:**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish within three (3) business days request of the City Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Submit copies of all documentation related to hazardous waste to both the Fleet Fuel Operations Manager and to the Fleet Occupational Health & Safety Specialist located within Fleet Administration.
- C. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.



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- D. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

**15. RECYCLED PRODUCTS:**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

**16. PRICING REQUIREMENTS**

- A. All Offerors shall submit firm fixed Hourly Labor Rates for the first twelve (12) months of the contract. These prices may only be adjusted on the anniversary date of the Contract solely for the purpose of accommodating changes in the Contractor's direct costs. Any approved adjustment of Hourly Labor Rates shall remain firm for the next twelve (12) month period of the contract.
- B. Changes resulting from verifiable cost trends shall be made in accordance with the Economic Price Adjustment provision included in this Section 0400.
- C. Offeror shall quote a percentage discount or markup to a Price List.
- i. The percentage discount or markup shall be fixed throughout the term of the Contract, and are not subject to increase.
- ii. The Offeror may offer a different percentage discount or markup amount per manufacturer for; however, parts within each manufacturer's product line must be priced by taking the stated list price and applying that percentage discount or markup.

**17. PUBLISHED PRICE LISTS:**

- A. Offerors may quote using published price lists in the following ways:
- i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
- ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based should be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.

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- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office and the Fleet Contract Manager. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

**18. LIVING WAGES:**

**The City's Living Wage Program, Rule R161-17.14, is located at:**

<http://www.austintexas.gov/edims/document.cfm?id=277854>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

**19. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City

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Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

20. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to the Fleet Services Department facilities by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.
- B. Contractor personnel will be required to check in at the Service Writer's Desk when entering or leaving the Fleet Services Department facilities.
- C. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

21. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin  
Purchasing Office  
Attn: Contract Compliance Manager  
P. O. Box 1088  
Austin, Texas 78767

22. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Hourly Labor Rate Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed 25 percent (25%) for any single line item and in no event shall the total amount of the contract be

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automatically adjusted as a result of the change in one or more line items made pursuant to this provision.

- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
  - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
  - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
  - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
  - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
  - (2) If the referenced index is no longer available shift up to the next higher category index
- iii. **Index Identification:**

Weight % or \$ of Base Price: 100%	
Database Name: Consumer Price Index	
Series ID: CUUR0000SETD	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: U.S. City Average	
Description of Series ID: Motor Vehicle Maintenance and Repair	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Labor	

- E. **Calculation:** Price adjustment will be calculated as follows:

**Single Index:** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price



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F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

**23. PERFORMANCE**

In the event that the Contractor cannot provide the deliverables required by this Contract, the Contractor must supply deliverables from other sources at the Contract price in accordance with the terms and conditions of the Contract. If the Contractor delays in the above, the City reserves the right to purchase the deliverables on the open market and charge the Contractor the difference between the Contract price and the purchase price.

**24. NON-COMPLIANCE**

The City will not tolerate non-compliance to the City's terms and conditions and Scope of Work (Section 0500) as stated in the Contract. The City will be the sole judge evaluating any unacceptable performance under the Contract. The City will notify the Contractor of any unacceptable performance in writing. The Contractor shall prepare a written response to the Contract Manager within two (2) working days after receipt of the City's notification unless a longer period is specified in the City's written notice. The Contractor's response shall include action taken to correct and prevent unacceptable performance from reoccurring. The City may terminate the Contract for cause based on repetitive non-compliance pursuant to Paragraph 27 of Section 0300.

**25. CORES (whenever applicable)**

- A. Fleet Services will return cores within thirty (30) calendar days after installation of a new or rebuilt part.
- B. If Fleet Services does not return core(s) within thirty (30) calendar days, the Contractor must contact the Fleet Service Center Manager or designee, from where the part was delivered to request that the core be returned or to request reimbursement from the City for the Core(s) at the Contract rate. If the City pays for a core and later returns it to the Contractor, the City must be reimbursed.
- C. The City will not accept invoices for any core charges until thirty-one (31) calendar days after the installation of the new or rebuilt part.

**26. WARRANTY REQUIREMENTS - PARTS (reference Paragraph 21, Section 0300)**

- A. The Contractor warrants that all parts are free from manufacturer defects in material and workmanship for a minimum of twelve (12) months or for the standard period as provided by the manufacturer, whichever is for the greatest length of time.
- B. The warranty period for all parts shall not start until the part is installed on a unit as evidenced by the City's work order or the Contractor's invoice for repairs. A copy of the manufacturer's parts warranty shall be provided to the Fleet Service Center Manager or their designee within five (5) calendar days of request by the City.
- C. The Contractor further warrants that the parts supplied under this Contract will not void existing vehicle/equipment or manufacturer's warranties.

**27. WARRANTY REQUIREMENTS – SERVICES (reference Paragraph 22, Section 0300)**

- A. The Contractor warrants and represents that all services provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally

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accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations. The warranty period shall be for a minimum of twelve (12) months from acceptance of the services.

- B. The warranty period shall not start until the part is installed on a unit as evidenced by the Contractor's invoice for repairs. A copy of the labor and associated parts warranties shall be provided to the Fleet Service Center Manager or their designee with each repair.
28. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
29. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Perry Been, Contract Management Specialist III – Fleet Services

1190 Hargrave Street

Austin, TX 78702

Phone: 512-974-2629 or Email: [perry.been@austintexas.gov](mailto:perry.been@austintexas.gov)

\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN SCOPE OF WORK  
INTERNATIONAL TRUCKS PARTS AND REPAIRS  
SOLICITATION NO.: IFB 7800 JRH1011REBID**

**1. PURPOSE**

The City of Austin (City) seeks to establish a contract with a qualified Contractor to provide Original Equipment Manufacturer (OEM) parts and repair services, including collision repair, for International Trucks on an as-needed basis. The intent of this contract is to provide non-warranty repair services, however the Contractor shall be authorized by the manufacturer to provide warranty repair services.

The Contract will be utilized by the City's Fleet Services and Aviation Department(s). The City reserves the right to allow other City Departments to utilize the Contract.

The City reserves the right to make multiple awards based on individual or groups of specific line items, based on cost, convenience, or any criteria deemed by the City to be most advantageous. If multiple awards are made, the City will likely award a contract based on the categories listed in Section 0600 - Bid Sheet. A single contractor may be awarded one or more of these categories.

Any requirements or services that have been omitted from this scope of work that are clearly necessary or in conformance shall be considered a requirement although not directly specified or called for in the scope of work.

**2. DEFINITIONS**

- 2.1 Stock Parts: high turnover parts that are most commonly needed by the City.
- 2.2 Non-Stock Parts: low usage, high dollar parts that are not kept in inventory.
- 2.3 Back-ordered (or Out-of-Stock) Parts: parts that are not currently in stock but have been ordered or will be ordered.
- 2.4 Special Order Items: parts that are hard to find such as parts for older vehicles and equipment that are no longer manufactured or parts that are made to order or new parts that have a limited supply.
- 2.5 Repair: to return or restore a broken, damaged, or failed part, vehicle, or piece of equipment to an acceptable operating or usable condition or state.
- 2.6 Service Center: any City facility where vehicles and equipment are repaired or serviced.
- 2.7 Code Red: when the City designates an order for parts that are critical to the extent that the City is willing to pay expedited shipping charges.
- 2.8 Expedited Services: when the City requests priority repair services for City-owned vehicles and/or equipment.
- 2.9 Emergency Services: services provided by the contractor during an emergency or major disaster to repair City vehicles and/or equipment ahead of all other vehicles and/or equipment at the Contractor's facility.

**3. CONTRACTOR QUALIFICATIONS**

The Contractor shall:

- 3.1 Have a minimum of three (3) consecutive years of experience providing parts and repair services within the last five (5) years to municipalities or organizations similar in size and scope to the City.
- 3.2 Be a manufacturer authorized parts dealer/reseller for the specified vehicles/equipment.

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- 3.3 Have and operate a full-time, manufacturer authorized warranty repair facility that is equipped with all tools, diagnostic equipment, and supplies necessary to repair and provide warranty services (when requested by the City) for the specified vehicles and equipment. The repair facility shall be located within 75 miles of the Texas State Capitol with the ability to be reached by email and telephone.
- 3.4 Maintain a storage area that is reasonably secure from vandalism or theft for all City vehicles/equipment in the Contractor's possession.
- 3.5 Have a minimum of six (6) service technicians, fully qualified to work on the specified vehicles/equipment. The Contractor shall submit proof of technician experience, certifications, training, within five (5) working days of request by the City.
- 3.6 Comply with all Federal, State, and local codes, rules, and regulations concerning safety requirements.

**4. CONTRACTOR'S RESPONSIBILITIES**

**4.1 General**

The Contractor shall:

- 4.1.1 Provide a single point of contact and relevant contact information (name, phone number, fax, email, etc.) for receiving orders from the City within five (5) working days of request by the City, or at a time mutually agreed to between the Contractor and the Contract Manager.
  - 4.1.1.1 An authorized City representative will contact the Contractor by e-mail, fax, or telephone to place an order for parts or requesting repair services.
- 4.1.2 Be responsible for any and all damage to City vehicles, equipment, or property by the Contractor's representative actions.
  - 4.1.2.1 If damage occurs, Contractor shall notify the Contract Manager immediately.
  - 4.1.2.2 The Contractor shall repair any damage to the satisfaction of the City, at no cost to the City. The City may however, at its sole discretion, elect to make repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.
- 4.1.3 Notify the Contract Manager of recall notices, warranty replacements, safety notices, or any applicable notice regarding all City purchased parts within two (2) weeks of publication.
- 4.1.4 Provide a report for a City department of all parts or repair services performed for a specified timeframe (monthly, yearly, etc.) within five (5) working days upon request by an authorized City representative of the department, or at a time mutually agreed to between the Contractor and the authorized City representative. The report shall be in a sortable electronic or other City-approved format.
  - 4.1.4.1 For repair services, the report shall itemize the repair date, requesting Service Center, type of repair, cost for labor (including hours and rates), description and cost for parts, total cost of repair, and the repaired vehicle or equipment identification number (license plate, VIN or unit number).
  - 4.1.4.2 For parts, the report shall itemize parts by date purchased, invoice number, part number, part description, price per part, requesting Service Center, and the total dollar amount for all parts purchased.

**4.2 Repair Services**



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The Contractor shall:

- 4.2.1 Provide all labor, parts, equipment, materials, tools, supervision, and transportation required to perform the specified repairs according to the manufacturer's recommended repair techniques and standards.
- 4.2.2 Perform all repair services on the Contractor's premises.
- 4.2.3 Pick up and/or return all operable City vehicles/equipment to and/or from the Contractor's repair facility, as requested by the City. The vehicles/equipment in need of repair shall be picked up within one (1) working day after notification by the City and returned from the Contractor within one (1) working day after completion of the repair, or at a time mutually agreed to between the Contractor and authorized City representative.
  - 4.2.3.1 On occasion, the City will provide transportation for the vehicles/equipment to the Contractor's premises. Upon completion of repair, the Contractor shall return the vehicles/equipment to the City within one (1) working day after completion of the repair, or at a time mutually agreed to between the Contractor and authorized City representative.
- 4.2.4 Diagnose the vehicle/equipment for repair and provide a written estimate to the requesting authorized City representative within two (2) working days after taking possession of the vehicle/equipment, or at a time mutually agreed to between the Contractor and authorized City representative. The written cost estimate shall include:
  - 4.2.4.1 The vehicle or equipment identification number (license plate, VIN or unit number)
  - 4.2.4.2 Description of the cause of failure
  - 4.2.4.3 Description of the correction or repair needed to fix the failure
  - 4.2.4.4 The estimated labor hours and projected cost based on labor rate offered
  - 4.2.4.5 Description of the parts needed to make the repair and associated cost
  - 4.2.4.6 The total cost to complete the repair services
  - 4.2.4.7 The expected amount of time needed for the Contractor to complete the repair
- 4.2.5 Not proceed with repairs until after receiving written authorization (e.g. email) and a unique delivery order from an authorized City representative based on the written estimate provided by the Contractor. The Contractor shall not proceed with repairs based on verbal authorizations and assumes all liability and responsibility for repairs performed based on such verbal authorizations.
- 4.2.6 Notify the requesting authorized City representative of any hidden damage discovered that increases the original estimate provided to the City. The Contractor shall submit a new estimate that identifies any additional cost, material, and time added based on the hidden damage to the requesting authorized City representative for written approval and an updated delivery order before proceeding with the repairs.
- 4.2.7 Complete the repair within the timeframe specified in the estimate. If the Contractor cannot complete the repair within the estimated timeframe, the Contractor shall request an extension in writing (e.g. email) that includes the reason for the extension and the date repairs will be

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completed to the requesting City representative. The requesting City representative will provide the Contractor with a written (e.g. email) approval or denial of the extension request.

- 4.2.8 Understand that the City may inspect and/or test the vehicle/equipment within two (2) working days of receipt of the repaired vehicle to ensure the repair was completed in a satisfactory manner.
  - 4.2.8.1 If the City detects deficiencies in the repair, the City will reject the receipt of the vehicle/equipment and the Contractor shall correct the deficiencies in the repair at its own expense, which shall include picking up and returning the vehicle/equipment if applicable.
  - 4.2.8.2 The Contractor shall arrange for pickup of the vehicle/equipment within one (1) working day of notification, complete the corrective repair, and return the vehicle/equipment within two (2) working days of notification by the requesting authorized City representative, or at a time mutually agreed to between the Contractor and authorized City representative.
  - 4.2.8.3 The City reserves the right to conduct any tests or inspections deemed necessary to confirm repairs and parts conform to the vehicle/equipment manufacturer's specifications. The inspections completed by the City will not relieve the Contractor of its obligation to ensure all repairs, articles, materials, and parts are consistent with the vehicle/equipment manufacturer's specifications, and are fit for their intended use.
- 4.2.9 Be responsible for the risk of loss or damage to all vehicles/equipment and parts in the care, custody, and control of the Contractor until accepted by an authorized City representative.
- 4.2.10 Return all non-usable cores to the requesting authorized City representative upon completion of each repair, if requested by the City. The Contractor shall not charge a fee for usable cores removed from a City vehicle/equipment repaired at the Contractor's facility.
- 4.2.11 Provide any parts removed in the repair of the vehicle/equipment for verification purposes upon request by an authorized City representative.
- 4.2.12 Properly recycle and/or dispose of hazardous waste, including used and contaminated lubricants and filters, in accordance with all applicable laws, rules and regulations to ensure the highest level of safety to the environment and public health at no additional cost to the City.
  - 4.2.12.1 The Contractor shall provide the manifest ticket for hazardous materials or other proof of proper disposal on request within ten (10) working days of the request of an authorized City representative, or at a time mutually agreed to between the Contractor and authorized City representative.
- 4.2.13 Provide a 12-month labor warranty for all repair services. The Contractor shall provide a copy of the labor warranty to the requesting authorized City representative with each delivery, or within five (5) working days of request by an authorized City representative.

**4.3 Parts (for Inventory and Repair Services)**

**4.3.1 General**

The Contractor shall:

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- 4.3.1.1 Provide new OEM parts for the specified vehicles/equipment, except for core components on renewed assemblies, which meet all applicable federal, state and local requirements for quality and safety.
  - 4.3.1.1.1 Used, factory seconds, shopworn, demonstrator, prototype, and discontinued parts or materials are not acceptable.
  - 4.3.1.1.2 Remanufactured or rebuilt parts may be used if new parts are not available or if the City requests them in writing (e.g. email).
- 4.3.1.2 Seek approval from an authorized City representative in writing (e.g., email) to use non-OEM, rebuilt, or remanufactured parts, if new OEM parts are not available. The non-OEM parts shall meet or exceed the manufacturer's specification for the original OEM parts.
- 4.3.1.3 Have an adequate parts inventory 95% of the time to complete repairs and fill part orders within the timeframe stipulated in this Scope of Work.
- 4.3.1.4 Provide a minimum of a 12-month warranty or the standard period as provided by the manufacturer, whichever is for the greatest length of time, for defects in material and workmanship.
  - 4.3.1.4.1 The warranty period for all parts shall start when the part is installed on the City vehicle/equipment as evidenced by the Contractor's invoice for repair services or City work order.
  - 4.3.1.4.2 This warranty shall provide for replacement parts and shall include pick up and return of the vehicle or equipment, removal of the defective part and installation of the replacement part at no additional cost.
- 4.3.1.5 Guaranty that the parts provided shall not void any existing manufacturer's warranty for City vehicles/equipment.
- 4.3.1.6 Provide a copy of the manufacturer's parts warranty within five (5) working days of request by an authorized City representative.
- 4.3.2 City Inventory/Stock Parts

The Contractor shall:

  - 4.3.2.1 Understand all parts for City inventory shall be ordered on an as-needed basis.
  - 4.3.2.2 Maintain a stock level equivalent to two (2) weeks supply of inventory. The Contractor and Fleet Material Control Manager or designee will develop and mutually agree on a parts list and associated supply levels to maintain the two (2) weeks supply within one (1) month of contract award and within one (1) month of request, or at a time mutually agreed to between the Contractor and Contract Manager.
  - 4.3.2.3 Provide confirmation of the shipment quantity within two (2) hours after the City places an order to the requesting authorized City representative by e-mail, fax, or telephone. The City will order parts by e-mail, fax, or telephone from the Contractor and identify the part number, part description, quantity, delivery requirements and a unique delivery order number.
  - 4.3.2.4 Ship complete orders for parts unless arrangements for partial shipments are made in advance with the requesting authorized City representative. Each shipped order shall include an invoice showing the part number, description, quantity, and unit price for each item.

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4.3.2.5 Deliver Parts to the ordering Service Center as indicated below.

- 4.3.2.5.1 Stock Parts shall be delivered within two (2) working days of request by the ordering Service Center. If delivery cannot be made as specified, the Contractor shall notify the ordering Fleet Service Center and provide an estimated delivery date.
- 4.3.2.5.2 Non-Stock Parts shall be delivered within three (3) working days of request by the ordering Service Center. If delivery cannot be made as specified, the Contractor shall notify the ordering Fleet Service Center and provide an estimated delivery date.
- 4.3.2.5.3 Backordered Parts shall be delivered as specified in the estimate, or at a time mutually agreed upon by both parties.
- 4.3.2.5.4 Special Order Parts shall be delivered as specified in the estimate, or at a time mutually agreed upon by both parties.

**4.4 Collision Repairs**

Collision repairs, towing, and miscellaneous service may be subcontracted. Contractor or Subcontractor shall:

- 4.4.1 Be an established auto body repair facility equipped with all tools, diagnostic equipment, collision estimating software, and supplies necessary to complete repairs.
- 4.4.2 Have a paint booth that is in compliance with all applicable laws and regulations, whether federal, state, or local. The paint booth must be large enough to completely enclose the vehicle being painted. The total facility shall conform to all applicable City, County and Federal codes.
- 4.4.3 Have realignment equipment for all vehicles in need of adjustment. The equipment shall be a thrust alignment for frame vehicles and four-wheel alignment for unibody vehicles.
- 4.4.4 Shall diagnose the vehicle for repairs and provide a written cost estimate to the Accident Repair Coordinator or their designee within four (4) working days after taking possession of the vehicle.

**4.5 Expedited Services, Emergency Services, Code Red Parts Orders**

This Contract provides vital support to the City due to the critical nature of much of the City's business, such as Police, Fire, and EMS.

The Contractor shall:

- 4.5.1 Provide Expedited Services when requested by an authorized City representative. The Contractor may assess a flat dollar amount per vehicle/equipment repair for Expedited Services as specified in Section 0600 - Bid Sheet.
- 4.5.2 Not charge the City additional fees for repair services performed during the Contractor's off-shift hours.
- 4.5.3 Provide Emergency Services when requested by an authorized representative in the event of an emergency or major disaster. The Contractor may assess a flat dollar amount per vehicle/equipment repair for Emergency Services as specified in Section 0600 - Bid Sheet.

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- 4.5.3.1 The Contractor shall note Expedited Services on the invoice when authorized by the City.
- 4.5.4 Process Code Red orders for immediate shipping with overnight delivery and identify the order as expedited by writing "Code Red" on the delivery invoice.
  - 4.5.4.1 The Contractor may pass through an expedited shipping charge (e.g. FedEx, UPS, Priority Mail...) for any Code Red orders placed by the City. A copy of the receipt from the shipping carrier showing actual expedited shipping costs shall be included with a Code Red invoice, or within (5) working days of request by an authorized City representative.
  - 4.5.4.2 Shipping charges will not be paid for Code Red orders not delivered the next day.
  - 4.5.4.3 Provide an emergency point of contact and relevant contact information (name, cell and office phone numbers, email, etc.) who is on-call 24 hours daily including weekends and holidays to the Contract Manager upon request by the City, or at a time mutually agreed to between the Contractor and the Contract Manager. The Contractor shall notify the Contract Manager of any changes to the emergency point of contact.

**5. CITY REQUIREMENTS**

The City will:

- 5.1 Provide the Contractor with name(s) of personnel authorized to order parts or repair services within one month of Contract effective date.
- 5.2 Contact the Contractor by e-mail, fax, or telephone to place an order for parts or requesting repair services.
  - 5.2.1 For parts, the order will include the part number, part description, quantity, delivery requirements and a unique delivery order number.
- 5.3 Identify a Code Red delivery request in writing and the number of days to deliver the parts to the requesting Service Center at the time of order.
- 5.4 Test and/or inspect all repairs during the term of the Contract. The City reserves the right to conduct any tests or inspections deemed necessary to ensure repairs and parts conform to the vehicle/equipment manufacturer's specifications. Inspections completed by the City will not relieve the Contractor of its obligation to ensure all repairs, articles, materials, and parts are consistent with the vehicle or equipment manufacturer's specifications, and are fit for their intended use.

**CITY OF AUSTIN  
FLEET SERVICES  
DELIVERY LOCATIONS AND POINTS OF CONTACT**

**Service Center #1 & Hornsby Bend**

Ricardo (Ric) Calvino, Manager  
Keith Barrington, Supervisor  
Adrian Alejo, Service Consultant – 1<sup>st</sup> shift  
Joseph Jenkins, Service Consultant – 3<sup>rd</sup> shift  
6301-A Harold Court  
Austin, Texas 78721

[servicecenter1DL@austintexas.gov](mailto:servicecenter1DL@austintexas.gov)

Main Tel. No. (512) 974-1703 / Fax: (512) 974-2233

**Service Center #5**

Andrew Ettles, Manager  
Bob Baldwin, Supervisor  
Robert Opheim, Supervisor  
Paul Conde, Service Consultant  
714 East 8<sup>th</sup> Street  
Austin, TX 78701

[servicecenter5DL@austintexas.gov](mailto:servicecenter5DL@austintexas.gov)

Main Tel. No.: (512) 974-1804 / Fax No.: (512) 322-9909

**Service Center #6**

Merritt Jason Pratt, Acting Manager  
Chad Long, Supervisor  
James Fisher, Service Consultant  
1182 Hargrave  
Austin, TX 78702

[servicecenter6DL@austintexas.gov](mailto:servicecenter6DL@austintexas.gov)

Main Tel. No.: (512) 974-1742 / Fax No.: (512) 974-9156

**Service Center #8**

Irvin Schmidt  
Donald Vaughan, Supervisor  
Frank Gomez, Supervisor  
4411-D Meinardus  
Austin, TX 78745

[servicecenter8DL@austintexas.gov](mailto:servicecenter8DL@austintexas.gov)

Main Tel. No.: (512) 974-3075 / Fax No.: (512) 416-1635

**Service Center #11**

Kevin Brown, Supervisor  
Craig Subbert, Supervisor  
6301-J Harold Court  
Austin, TX 78721

[servicecenter11DL@austintexas.gov](mailto:servicecenter11DL@austintexas.gov)

Main Tel. No.: (512) 974-2389 / Fax No.: (512) 974-9055

**Service Center #12**

Kevin Brown, Supervisor  
Craig Subbert, Supervisor  
4108 Todd Lane  
Austin, TX 78744

[servicecenter12DL@austintexas.gov](mailto:servicecenter12DL@austintexas.gov)

Main Tel. No.: (512) 974-4368 / Fax No.: (512) 974-4328

**Service Center #13**

James Forman, Manager  
2412 Kramer Lane, Bldg. A  
Austin, TX 78758

[servicecenter13DL@austintexas.gov](mailto:servicecenter13DL@austintexas.gov)

Main Tel. No.: (512) 978-2340 / Fax No.: (512) 978-2350

**Parts Room - Service Center #1 & Hornsby Bend**

<b>Amy Arredondo, Stores Coordinator</b>	(512) 974-1759
Osiris Valdez	(512) 974-9020
Jose Herrera	(512) 974-1772
Stasha Merz	(512) 974-2756

Email: [amy.arredondo@austintexas.gov](mailto:amy.arredondo@austintexas.gov)

**Parts Room - Service Center #5**

<b>Edward Kinch, Stores Coordinator</b>	(512) 974-1889
Gilbert Rodriguez	(512) 974-1841
Rey Degollado	(512) 974-1813

Email: [edward.kinch@austintexas.gov](mailto:edward.kinch@austintexas.gov)

**Parts Room - Service Center #6**

<b>Gloria Vasquez, Stores Coordinator</b>	(512) 974-1857
Daniel Ramirez	(512) 974-1743
Roger Molina	(512) 974-9162

Email: [gloria.vasquez@austintexas.gov](mailto:gloria.vasquez@austintexas.gov)

**Parts Room - Service Center #8**

<b>Brenita Selement, Stores Coordinator</b>	(512) 974-3029
Raymond Solis	(512) 974-2687
Christopher Alvarez	(512) 974-4319

Email: [brenita.selement@austintexas.gov](mailto:brenita.selement@austintexas.gov)

**Parts Room - Service Center #11**

<b>Mike Maharidge, Stores Coordinator</b>	(512) 974-9022
Harold Terry	(512) 974-1763

Email: [mike.maharidge@austintexas.gov](mailto:mike.maharidge@austintexas.gov)

**Parts Room - Service Center #12**

<b>Mike Maharidge, Stores Coordinator</b>	(512) 974-9022
Ruben Orosco	(512) 974-1721

Email: [mike.maharidge@austintexas.gov](mailto:mike.maharidge@austintexas.gov)

**Parts Room - Service Center #13**

<b>Glenn Iosbaker, Stores Coordinator</b>	(512) 978-2341
Luis Velez	(512) 978-2342

Email: [glenn.iosbaker@austintexas.gov](mailto:glenn.iosbaker@austintexas.gov)

**CITY OF AUSTIN  
FLEET SERVICES  
DELIVERY LOCATIONS AND POINTS OF CONTACT**

<p><b>Fleet Tire Shop</b>  <b>Daniel Dominquez, Stores Coordinator</b>          6301-K Harold Court          Austin, TX 78721</p> <p>Email: <a href="mailto:daniel.dominquez@austintexas.gov">daniel.dominquez@austintexas.gov</a>          Main Tel. No.: (512) 974-1788</p>	<p><b>Fleet Administration - Contracts &amp; Contract Compliance</b>          1190 Hargrave Street          Austin, TX 78702</p> <p><b>Hazel Black, Contract Management Supervisor I</b>          (512) 974-1751 Fax: (512) 974-1769  <a href="mailto:hazel.black@austintexas.gov">hazel.black@austintexas.gov</a></p>
<p><b>Materials Control</b>          6301-K Harold Court          Austin, Texas 78721</p> <p><b>Lonnie Jones, Materials Control Supervisor</b>          Assigned Service Centers:</p> <p>Parts Rooms SC 1, 11, 12, Tire Shop          Office (512) 974-1744          Email: <a href="mailto:lonnie.jones@austintexas.gov">lonnie.jones@austintexas.gov</a></p> <p><b>Henry Guerra, Materials Control Supervisor</b>          Assigned Service Centers</p> <p>Parts Rooms 5, 6, 8, 13          Office (512) 974-1547          Email: <a href="mailto:henry.guerra@austintexas.gov">henry.guerra@austintexas.gov</a></p>	<p><b>Perry Been, Contract Management Specialist III</b>          (512) 974-2629 Fax: (512) 974-1769  <a href="mailto:perry.been@austintexas.gov">perry.been@austintexas.gov</a></p> <p><b>Molly Strickland, Contract Management Specialist III</b>          (512) 974-1749 Fax: (512) 974-1769  <a href="mailto:molly.strickland@austintexas.gov">molly.strickland@austintexas.gov</a></p> <p><b>Ruben Cantu, Contract Management Specialist II</b>          (512) 974- 1974 Fax: (512) 974-1538  <a href="mailto:vacant@austintexas.gov">vacant@austintexas.gov</a></p> <p><b>Steve Orwick, Contract Management Specialist I</b>          (512) 974-1768 Fax: (512) 974-1769  <a href="mailto:steve.orwick@austintexas.gov">steve.orwick@austintexas.gov</a></p>



**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

## **Section 0700: Reference Sheet**

Responding Company Name \_\_\_\_\_

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Project Name \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_)\_\_\_\_\_ Fax Number (\_\_\_\_)\_\_\_\_\_  
Email Address \_\_\_\_\_
  
2. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Project Name \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_)\_\_\_\_\_ Fax Number (\_\_\_\_)\_\_\_\_\_  
Email Address \_\_\_\_\_
  
3. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Project Name \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_)\_\_\_\_\_ Fax Number (\_\_\_\_)\_\_\_\_\_  
Email Address \_\_\_\_\_

**City of Austin, Texas**

**Section 0800**

**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**

**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin**

**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

CONTRACTOR

Authorized  
Signature

Title

### **Section 0815: Living Wages Contractor Certification**

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$15.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$15.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title

- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$15.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$15.00 per hour.

Contractor's Name:

Signature of Officer  
or Authorized  
Representative:

Date:

Printed Name:

Title

**Section 0835: Non-Resident Bidder Provisions**

Company Name \_\_\_\_\_

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: \_\_\_\_\_

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_

**Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM**



**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 7800 JRH1011REBID

SOLICITATION TITLE: International Trucks Parts and Repairs

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

**Instructions:**

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.  
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

**Instructions:** Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

**Instructions:** Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name			
City Vendor ID Code			
Physical Address			
City, State Zip			
Phone Number		Email Address	
Is the Offeror City of Austin M/WBE certified?	<div style="display: flex; align-items: center;"><div style="margin-right: 20px;"><input type="checkbox"/> NO</div><div><input type="checkbox"/> YES</div></div> <div style="margin-left: 100px;">Indicate one: <input type="checkbox"/> MBE   <input type="checkbox"/> WBE   <input type="checkbox"/> MBE/WBE Joint Venture</div>		

**Offeror Certification:** I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

\_\_\_\_\_  
Name and Title of Authorized Representative (Print or Type)

\_\_\_\_\_  
Signature/Date

**Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN**

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 7800 JRH1011REBID  
SOLICITATION TITLE: International Trucks Parts and Repairs

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov)) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

**Instructions:** Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

**GOOD FAITH EFFORTS CHECK LIST –**

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following **CHECK BOXES MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov)) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 7800 JRH1011REBID

SOLICITATION TITLE: International Trucks Parts and Repairs

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
  
- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
  
- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)**

**PROCUREMENT PROGRAM**

**Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 7800 JRH1011REBID

SOLICITATION TITLE: International Trucks Parts and Repairs

*(Offerors may duplicate this page to add additional Subcontractors as needed)*

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone <b>OR</b> <input type="checkbox"/> Email	

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

\_\_\_\_\_  
Reviewing Counselor

\_\_\_\_\_  
Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

\_\_\_\_\_  
Director/Assistant Director or Designee

\_\_\_\_\_  
Date



**ADDENDUM  
CITY OF AUSTIN, TEXAS  
INVITATION FOR BID  
INTERNATIONAL TRUCKS PARTS AND REPAIRS**

**Solicitation: IFB 7800 JRH1011REBID      Addendum No: 1      Date of Addendum: May 14, 2019**

This addendum is to incorporate the following changes to the above referenced solicitation:

**1. Changes to the Solicitation due dates as follows:**

1.1 BID DUE PRIOR TO time and date is changed to **May 16, 2019 at 2:00 PM (CST)**

1.2 BID OPENING TIME AND DATE is changed to **May 16, 2019 at 3:00 PM (CST)**

**2. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

This Addendum is hereby incorporated into and made a part of the above-referenced Solicitation.

ACKNOWLEDGED BY:

James Greenwood  
Name

[Signature]  
Authorized Signature

5-14-19  
Date

**RETURN A COPY OF THIS ADDENDUM  
to the Purchasing Office, City of Austin, Texas with your response.  
Failure to do so may constitute grounds for rejection.**



**BID SHEET  
CITY OF AUSTIN  
INTERNATIONAL TRUCKS PARTS AND REPAIRS**

SOLICITATION NO.: **IFB 7800 JRH1011REBID**

BUYER: **John Hilbun**

**Special Instructions:** Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

**The City reserves the right to award Group 1, Group 2, and Group 3 to the same or separate vendors.**

**Group 3 will be awarded to the lowest overall vendor. For award of Group 3, Section 3B will be weighted at 80% and Section 3A will be weighted at 20%.**

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. Offerors must bid on all items in a Group to be considered for award of that Group. A bid of "no bid" or no response (space left blank) shall be considered as non-responsive for that Group and will result in disqualification for award of that Group.

Prices offered on the bid sheet shall be all inclusive of fees not expressly allowed in the scope of work. The Offeror shall not charge separately for administrative, overhead, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.) to deliver services or items to the Austin, Texas area. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

**GROUP 1 - REPAIR SERVICES & RELATED SERVICES**

**SECTION 1A -- HOURLY LABOR RATE** - Any revision to the Labor Rate may only be adjusted using the Economic Price Adjustment provision in Section 0400.

ITEM NO.	DESCRIPTION OF LABOR HOURS - GROUP 1 VEHICLES	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1A	LABOR RATE PER HOUR FOR REPAIR SERVICES (Normal business hours as specified in Section 0500)	HOUR	3,000	\$135.00	\$ 405,000.00
1.2A	FLAT FEE FOR ROUND TRIP PICKUP AND DELIVERY OF CITY EQUIPMENT	EA	180	\$50.00	\$ 9,000.00
1.3A	FLAT FEE FOR EXPEDITED SERVICES	EA	10	\$0.00	\$ -
1.4A	FLAT FEE FOR EMERGENCY SERVICES	EA	2	\$0.00	\$ -
TOTAL FOR SECTION 1 =					\$ 405,000.00

**GROUP 2 - COLLISION REPAIR, TOWING AND MISCELLANEOUS SERVICES**

**SECTION 2 -- COLLISION REPAIR, ASSOCIATED TOWING AND MISCELLANEOUS SERVICES COSTS**

The City anticipates spending approximately \$75,000 for collision repair, associated towing, and miscellaneous services, which may be subcontracted. Subcontracting costs include, but are not limited to, collision repairs and towing. The percentage mark-up to subcontracting costs shall be fixed throughout the term of the contract and not subject to increases.

ITEM NO.	DESCRIPTION	PERCENTAGE MARK-UP	ESTIMATED ANNUAL SPEND
2.1	MARKUP TO COLLISION REPAIR, TOWING AND MISCELLANEOUS SERVICES COSTS	No Bid	#VALUE!
TOTAL EXTENDED PRICE FOR SECTION 2 =			#VALUE!

**GROUP 3 - PARTS**

**SECTION 3A -- SPECIFIED ITEMS (SAMPLE ITEMS)**

ITEM NO.	CITY PART #	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
3.1A	4309076RX	Turbo Exhaust Assembly	3	EA	<b>\$3,695.86</b>	\$ 11,087.58
3.2A	5010581R91	Turbo Exhaust Charger	3	EA	<b>\$1,856.62</b>	\$ 5,569.86
3.3A	2513976C92	ERG Cooler Kit	2	EA	<b>\$1,640.45</b>	\$ 3,280.90
3.4A	2612521C91	Converter Emission Middle	2	EA	<b>\$2,922.83</b>	\$ 5,845.66
3.5A	2000985C93	Radiator Assembly	4	EA	<b>\$1,755.33</b>	\$ 7,021.32
3.6A	3599754C92	Compressor Brake Kit	6	EA	<b>\$2,440.38</b>	\$ 14,642.28
3.7A	2605800C1	DPF Filter	5	EA	<b>\$1,103.40</b>	\$ 5,517.00
<b>TOTAL FOR SECTION 3A =</b>						<b>\$ 52,964.60</b>

### SECTION 3B -- DISCOUNT OFF OR MARKUP TO MANUFACTURER PRICE LISTS FOR PARTS

The City estimates an annual spending need of \$575,000 for International Truck parts.

The City may wish an Offeror provide additional products as they relate to this contract. In order to be paid for those additional products, provide manufacturers name and catalog numbers for the additional products you can provide the City. Indicate the minimum percentage discount or maximum markup to costs you can provide the City for these products. Revisions to this discount or markup may only be adjusted according to the Published Price Lists provision in Section 0400. The Offeror must use an International price list.

The invoice prices for these parts shall be based off a markup or discount off a price list as indicated below. The percentage given should take into account all costs (administrative, overhead, shipping charges, etc.) to deliver the parts to the Austin, TX area. These costs shall be factored into the markup/discount rates and shall not be paid separately.

ITEM NO.	MANUFACTURER OF PARTS	NAME AND NUMBER OF PRICE LIST	LATEST EFFECTIVE DATE OF PRICE LIST	DISCOUNT FROM, OR MARKUP TO PRICE LIST
3.1B	Navistar	PL310-IA-B-PDC National Fleet	25Mar19%	National Fleet
<b>TOTAL FOR SECTION 3B =</b>				<b>\$ 575,000.00</b>
<b>TOTAL EXTENDED PRICE FOR SECTIONS 3A - 3B =</b>				<b>\$ 627,964.60</b>

### SECTION 3C -- RELATED SERVICES

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
3.1C	"CODE RED" SHIPPING CHARGES	EA	15	AT COST (NO ADDITIONAL MARKUP)	
<b>TOTAL EXTENDED PRICE FOR GROUPS 1 - 3 =</b>					<b>#VALUE!</b>



**SECTION 4 -- CONFIRMATION OF REQUIREMENTS**

ITEM NO.	ITEM DESCRIPTION	
4.1	How many City vehicles can your facility accommodate per week?	____10____ NUMBER OF VEHICLES
4.2	Is your Repair Facility an authorized International service and warranty facility?	Yes
4.3	How many International certified technicians do you have?	____14__ NUMBER OF Certified TECHNICIANS
4.4	Do the service technicians have three years of hands-on experience in the last five years?	Yes
4.5	Is your Repair Facility able to provide expedited repairs?	Yes
4.6	State the distance your Repair Facility is to the Texas State Capitol.	____4____ MILES
4.7	Provide Manufacturer's Price List(s) with this bid	Yes

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

DELIVERY METHOD: ☐ COMMON CARRIER (FedEx,UPS) ☒ VENDOR DELIVERY

<u>COMPANY NAME:</u>	Kyrish Truck Center
<u>EMAIL ADDRESS:</u>	



**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
INVITATION FOR BID (IFB)  
**OFFER SHEET**

**SOLICITATION NO:** IFB 7800 JRH1011REBID

**COMMODITY/SERVICE DESCRIPTION:** International Trucks Parts and Repairs

**DATE ISSUED:** April 29, 2019

**REQUISITION NO.:** RQM 7800 19020400268

**COMMODITY CODE:** 06073, 92819, 92847

**BID DUE PRIOR TO:** 2:00pm CST May 14, 2019

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

**BID OPENING TIME AND DATE:** 3:00pm CST May 14, 2019

**John Hilbun**  
**Contract Mgmt Specialist IV**

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**Phone:** (512) 974-1054

**E-Mail:** [john.hilbun@austintexas.gov](mailto:john.hilbun@austintexas.gov)

**LIVE BID OPENING ONLINE:**

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # IFB 7800 JRH1011REBID	Purchasing Office-Response Enclosed for Solicitation # IFB 7800 JRH1011REBID
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE:** Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

**This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.**

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	12
0500	SPECIFICATION	8
0505	DELIVERY LOCATIONS	2
0600	BID SHEET – Must be completed and returned with Offer	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete, sign and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* Sections are available on the Internet at the following online address:**

**[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)**

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

**The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all revisions, addenda and documents incorporated by reference, and agrees to be bound by the terms therein.**

Company Name: Kyrish Truck Center

Company Address: 4711 E 7th Street

City, State, Zip: Austin, TX 78702

Vendor Registration No. \_\_\_\_\_

Printed Name of Officer or Authorized Representative: James Greenwood

Title: Parts Director

Signature of Officer or Authorized Representative: \_\_\_\_\_

Date: May 13, 2019

Email Address: jgreenwood@kyrishtrucks.com

Phone Number: 512.389.7231

(\* Completed Bid Sheet, section 0600 must be submitted with this signed Offer Sheet above to be considered for award)

**ACCEPTANCE:**

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. \_\_\_\_\_.

**CITY OF AUSTIN**

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title of Authorized Person

\_\_\_\_\_  
Date

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to [john.hilbun@austintexas.gov](mailto:john.hilbun@austintexas.gov) at least seven (7) calendar days before the solicitation due date.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will be considered.

3. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

OR

[PURInsuranceCompliance@austintexas.gov](mailto:PURInsuranceCompliance@austintexas.gov)

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- (1) The policy shall contain the following provisions:
  - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
  - (b) Contractor/Subcontracted Work.
  - (c) Products/Completed Operations Liability for the duration of the warranty period.
  - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
  - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Garage Liability Coverage:** The Contractor may provide Garage Liability coverage in place of the Commercial General Liability and Business Automobile Liability policies. The Garage Liability policy shall provide a minimum limit of liability of \$500,000 Auto Only / \$500,000 Aggregate other than Auto. Coverage shall be provided for all owned, hired, and non-owned vehicles.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation
    - (b) Thirty (30) days Notice of Cancellation
    - (c) The City of Austin listed as an additional insured
- v. **Property Coverage:** The Contractor shall provide all risk physical loss coverage for the vehicle and equipment in the care, custody, and control of the Contractor. Coverage shall continue until the work is accepted by the City. The limit of coverage required is the total estimated actual cash value of vehicles/equipment in the Contractor's care, custody, and control at any given time. The minimum limit of liability shall be \$100,000 with the ability to be increased to \$500,000 during the Contract term.
  - (1) City of Austin shall be added as a loss payee.
- vi. **Garagekeepers Liability.** The Contractor may provide Garagekeepers Liability for the required property coverage for vehicles in the care, custody, and control of the Contractor. Comprehensive and collision coverage shall be provided on a Legal Liability basis. The limit of coverage required is the total estimated actual cash value of vehicles in the Contractor's care, custody, and control at any given time. The minimum limit of liability shall be \$100,000 with the ability to be increased to \$500,000 during the Contract term.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- (1) City of Austin shall be added as a loss payee.

Note: If shipment is made by common carrier, then the requirements for Workers Compensation Employee Liability and Business Automobile Liability Insurance are not required. The Contractor must provide a written statement if a common carrier will be used to deliver parts.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

4. **TERM OF CONTRACT:**

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 24 months. The Contract may be extended beyond the initial term for up to three (3) additional 12-month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

5. **PRE-AWARD**

- A. Prior to awarding a Contract, the City reserves the right to visit the premises of any Offeror being considered for a Contract. The site visit will be made during the evaluation process to determine whether or not the Offeror has the appropriate facilities, equipment, inventory, licenses, registrations, permits, and qualified personnel to perform according to the Scope of Work (Section 0500). Offerors, who in the City's opinion, do not have the resources to perform, will not be considered for Contract award regardless of their Bid price. The Offeror shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.
- B. In addition, in order to determine if the Offeror is responsible, the City reserves the right to review the Offeror's plan to comply with the requirement to make "Code Red" deliveries and "Expedited Services" as specified in the Scope of Work. Offerors who, in the City's opinion, do not have existing Agreements or resources in place will not be considered for Contract award regardless of their Bid price.

6. **POST-AWARD**

- A. The Contractor may be required to attend a post award meeting with City personnel within thirty (30) calendar days after Contract award. The purpose of the meeting is to discuss the terms and conditions of the contract.
- B. The City may perform site visits during the term of the Contract to verify that the Contractor or the Contractor's Subcontractor maintains the appropriate facilities, equipment, inventory, licenses, registrations, permits, and qualified personnel to perform according to the Scope of Work (Section

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

0500). The Contractor, or the Contractor's Subcontractor shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.

**7. QUANTITIES:**

Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

**8. PICKUP AND / OR DELIVERY REQUIREMENTS**

- A. Pickups and deliveries shall be made as specified in the Scope of Work, Section 0500, after the order is placed. See Section 0505, for delivery locations. All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
- C. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- D. For Parts:
  - i. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
  - ii. No additional delivery charges (FedEx, UPS, etc.) will be paid by the City for any shipment unless the Fleet delivery order specifically states "Code Red" and "Code Red" is noted on the invoice. (NOTE: The term "Code Red" means that there is a critical need for the shipment such that the City is willing to pay expedited shipping charges for delivery as specified in the Scope of Work).
- E. For Repairs:
  - i. The Contractor shall provide, with each delivery, an itemized invoice with the following information:
    - Date the City authorized repairs
    - List of repairs made
    - Date repairs were completed
    - Itemized list of parts and products used for the repairs
    - Number of labor hours associated with the repairs
    - The vehicle or piece of equipment identification number (license plate, Vehicle Identification Number (VIN) or unit number).

**9. INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)**

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor. Additionally, invoices shall include a unique Purchase or Delivery Order Number and the following information, as applicable: pricing, the number of labor hours, equipment and/or part numbers, descriptions and quantities, the vehicle or piece of equipment identification number (license plate, VIN or unit number), credit for core charge for core exchanges, documentation



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to support all parts charged to the City, the Contractor's business name, "remit to" name and address, and the taxpayer identification number.

- B. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Fleet Services cannot process payments to or for a Third Party on behalf of the Contractor until the Third Party has been approved by the City and included in the Vendor's registration with the City.
- C. Invoices shall be mailed to the Fleet Service Center that placed the order (See Section 0505, for delivery locations).
- D. Monthly statements shall be mailed to the below address:

	City of Austin
Department	Fleet Services
Attn:	Accounts Payable
Address	1190 Hargrave Street
City, State Zip Code	Austin, TX 78702

- E. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

**10. VERIFICATION OF CONTRACTOR'S LABOR HOURS AND PARTS PRICING**

- A. Labor hours must be based on published industry standards where they apply. In areas where such standards have not been published, the City reserves the right to restrict labor hours based on historic experience for like repairs.
- B. Fleet Services Parts Room, Contract Compliance and/or Accounts Payable personnel will review invoices to determine the accuracy of charges invoiced. The review will be performed using the Bid Sheet, Section 0600, in effect at the time of contract award, revisions approved by the City, and the percentage mark up or discount as indicated on the bid sheet.
- C. If during the review the pricing is found to be different, the Contractor shall reimburse the City for the amount overcharged within thirty (30) calendar days after written notification from the Contract Manager.

**11. RESTOCKING FEES:**

- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

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**12. UNUSED INVENTORY (STOCK LIFT)**

- A. The City may require a stock lift on a quarterly basis. When required, the Contractor shall pick up and credit the City's account for items purchased during the Contract term which have not been used or have become obsolete for the City's needs, provided that these items are in the original cartons and in marketable condition. The amount credited to the City's account shall be the original purchase price for the items.
- B. The date for the quarterly stock lift shall be mutually agreed upon between the Contractor and the Fleet Services Materials Control Manager or designee.
- C. No restocking fees will be assessed for parts returned during a quarterly stock lift.
- D. At the end of the final Contract term, if the Contractor is not the successful vendor for the replacement Contract, when requested by the City, the Contractor shall pick up and refund the City for items purchased during the Contract term which were not used, provided the items are in the original cartons and in marketable condition. The amount refunded to the City shall be the original purchase price for the items less the restocking fee as outlined in the Restocking Fees provision above.

**13. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit within three (3) business days request of the City materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature submit within three (3) business days request of the City may subject the Offer to disqualification from consideration for award.

**14. HAZARDOUS MATERIALS:**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish within three (3) business days request of the City Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Submit copies of all documentation related to hazardous waste to both the Fleet Fuel Operations Manager and to the Fleet Occupational Health & Safety Specialist located within Fleet Administration.
- C. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.

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- D. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

**15. RECYCLED PRODUCTS:**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

**16. PRICING REQUIREMENTS**

- A. All Offerors shall submit firm fixed Hourly Labor Rates for the first twelve (12) months of the contract. These prices may only be adjusted on the anniversary date of the Contract solely for the purpose of accommodating changes in the Contractor's direct costs. Any approved adjustment of Hourly Labor Rates shall remain firm for the next twelve (12) month period of the contract.
- B. Changes resulting from verifiable cost trends shall be made in accordance with the Economic Price Adjustment provision included in this Section 0400.
- C. Offeror shall quote a percentage discount or markup to a Price List.
- i. The percentage discount or markup shall be fixed throughout the term of the Contract, and are not subject to increase.
  - ii. The Offeror may offer a different percentage discount or markup amount per manufacturer for; however, parts within each manufacturer's product line must be priced by taking the stated list price and applying that percentage discount or markup.

**17. PUBLISHED PRICE LISTS:**

- A. Offerors may quote using published price lists in the following ways:
- i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
  - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based should be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.

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- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office and the Fleet Contract Manager. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

**18. LIVING WAGES:**

**The City's Living Wage Program, Rule R161-17.14, is located at:**

**<http://www.austintexas.gov/edims/document.cfm?id=277854>**

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

**19. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City



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Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**20. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to the Fleet Services Department facilities by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.
- B. Contractor personnel will be required to check in at the Service Writer's Desk when entering or leaving the Fleet Services Department facilities.
- C. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

**21. MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT: (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)**

- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin  
Purchasing Office  
Attn: Contract Compliance Manager  
P. O. Box 1088  
Austin, Texas 78767

**22. ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Hourly Labor Rate Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed 25 percent (25%) for any single line item and in no event shall the total amount of the contract be

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automatically adjusted as a result of the change in one or more line items made pursuant to this provision.

- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
  - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
  - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
  - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
  - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
  - (2) If the referenced index is no longer available shift up to the next higher category index
- iii. **Index Identification:**

Weight % or \$ of Base Price: 100%	
Database Name: Consumer Price Index	
Series ID: CUUR0000SETD	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: U.S. City Average	
Description of Series ID: Motor Vehicle Maintenance and Repair	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Labor	

- E. **Calculation:** Price adjustment will be calculated as follows:

**Single Index:** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

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F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

**23. PERFORMANCE**

In the event that the Contractor cannot provide the deliverables required by this Contract, the Contractor must supply deliverables from other sources at the Contract price in accordance with the terms and conditions of the Contract. If the Contractor delays in the above, the City reserves the right to purchase the deliverables on the open market and charge the Contractor the difference between the Contract price and the purchase price.

**24. NON-COMPLIANCE**

The City will not tolerate non-compliance to the City's terms and conditions and Scope of Work (Section 0500) as stated in the Contract. The City will be the sole judge evaluating any unacceptable performance under the Contract. The City will notify the Contractor of any unacceptable performance in writing. The Contractor shall prepare a written response to the Contract Manager within two (2) working days after receipt of the City's notification unless a longer period is specified in the City's written notice. The Contractor's response shall include action taken to correct and prevent unacceptable performance from reoccurring. The City may terminate the Contract for cause based on repetitive non-compliance pursuant to Paragraph 27 of Section 0300.

**25. CORES (whenever applicable)**

- A. Fleet Services will return cores within thirty (30) calendar days after installation of a new or rebuilt part.
- B. If Fleet Services does not return core(s) within thirty (30) calendar days, the Contractor must contact the Fleet Service Center Manager or designee, from where the part was delivered to request that the core be returned or to request reimbursement from the City for the Core(s) at the Contract rate. If the City pays for a core and later returns it to the Contractor, the City must be reimbursed.
- C. The City will not accept invoices for any core charges until thirty-one (31) calendar days after the installation of the new or rebuilt part.

**26. WARRANTY REQUIREMENTS - PARTS (reference Paragraph 21, Section 0300)**

- A. The Contractor warrants that all parts are free from manufacturer defects in material and workmanship for a minimum of twelve (12) months or for the standard period as provided by the manufacturer, whichever is for the greatest length of time.
- B. The warranty period for all parts shall not start until the part is installed on a unit as evidenced by the City's work order or the Contractor's invoice for repairs. A copy of the manufacturer's parts warranty shall be provided to the Fleet Service Center Manager or their designee within five (5) calendar days of request by the City.
- C. The Contractor further warrants that the parts supplied under this Contract will not void existing vehicle/equipment or manufacturer's warranties.

**27. WARRANTY REQUIREMENTS – SERVICES (reference Paragraph 22, Section 0300)**

- A. The Contractor warrants and represents that all services provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally

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accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations. The warranty period shall be for a minimum of twelve (12) months from acceptance of the services.

- B. The warranty period shall not start until the part is installed on a unit as evidenced by the Contractor's invoice for repairs. A copy of the labor and associated parts warranties shall be provided to the Fleet Service Center Manager or their designee with each repair.

28. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

29. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Perry Been, Contract Management Specialist III – Fleet Services

1190 Hargrave Street

Austin, TX 78702

Phone: 512-974-2629 or Email: [perry.been@austintexas.gov](mailto:perry.been@austintexas.gov)

\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.



**CITY OF AUSTIN SCOPE OF WORK  
INTERNATIONAL TRUCKS PARTS AND REPAIRS  
SOLICITATION NO.: IFB 7800 JRH1011REBID**

**1. PURPOSE**

The City of Austin (City) seeks to establish a contract with a qualified Contractor to provide Original Equipment Manufacturer (OEM) parts and repair services, including collision repair, for International Trucks on an as-needed basis. The intent of this contract is to provide non-warranty repair services, however the Contractor shall be authorized by the manufacturer to provide warranty repair services.

The Contract will be utilized by the City's Fleet Services and Aviation Department(s). The City reserves the right to allow other City Departments to utilize the Contract.

The City reserves the right to make multiple awards based on individual or groups of specific line items, based on cost, convenience, or any criteria deemed by the City to be most advantageous. If multiple awards are made, the City will likely award a contract based on the categories listed in Section 0600 - Bid Sheet. A single contractor may be awarded one or more of these categories.

Any requirements or services that have been omitted from this scope of work that are clearly necessary or in conformance shall be considered a requirement although not directly specified or called for in the scope of work.

**2. DEFINITIONS**

- 2.1 **Stock Parts**: high turnover parts that are most commonly needed by the City.
- 2.2 **Non-Stock Parts**: low usage, high dollar parts that are not kept in inventory.
- 2.3 **Back-ordered (or Out-of-Stock) Parts**: parts that are not currently in stock but have been ordered or will be ordered.
- 2.4 **Special Order Items**: parts that are hard to find such as parts for older vehicles and equipment that are no longer manufactured or parts that are made to order or new parts that have a limited supply.
- 2.5 **Repair**: to return or restore a broken, damaged, or failed part, vehicle, or piece of equipment to an acceptable operating or usable condition or state.
- 2.6 **Service Center**: any City facility where vehicles and equipment are repaired or serviced.
- 2.7 **Code Red**: when the City designates an order for parts that are critical to the extent that the City is willing to pay expedited shipping charges.
- 2.8 **Expedited Services**: when the City requests priority repair services for City-owned vehicles and/or equipment.
- 2.9 **Emergency Services**: services provided by the contractor during an emergency or major disaster to repair City vehicles and/or equipment ahead of all other vehicles and/or equipment at the Contractor's facility.

**3. CONTRACTOR QUALIFICATIONS**

The Contractor shall:

- 3.1 Have a minimum of three (3) consecutive years of experience providing parts and repair services within the last five (5) years to municipalities or organizations similar in size and scope to the City.
- 3.2 Be a manufacturer authorized parts dealer/reseller for the specified vehicles/equipment.

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INTERNATIONAL TRUCKS PARTS AND REPAIRS  
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- 3.3 Have and operate a full-time, manufacturer authorized warranty repair facility that is equipped with all tools, diagnostic equipment, and supplies necessary to repair and provide warranty services (when requested by the City) for the specified vehicles and equipment. The repair facility shall be located within 75 miles of the Texas State Capitol with the ability to be reached by email and telephone.
- 3.4 Maintain a storage area that is reasonably secure from vandalism or theft for all City vehicles/equipment in the Contractor's possession.
- 3.5 Have a minimum of six (6) service technicians, fully qualified to work on the specified vehicles/equipment. The Contractor shall submit proof of technician experience, certifications, training, within five (5) working days of request by the City.
- 3.6 Comply with all Federal, State, and local codes, rules, and regulations concerning safety requirements.

**4. CONTRACTOR'S RESPONSIBILITIES**

**4.1 General**

The Contractor shall:

- 4.1.1 Provide a single point of contact and relevant contact information (name, phone number, fax, email, etc.) for receiving orders from the City within five (5) working days of request by the City, or at a time mutually agreed to between the Contractor and the Contract Manager.
  - 4.1.1.1 An authorized City representative will contact the Contractor by e-mail, fax, or telephone to place an order for parts or requesting repair services.
- 4.1.2 Be responsible for any and all damage to City vehicles, equipment, or property by the Contractor's representative actions.
  - 4.1.2.1 If damage occurs, Contractor shall notify the Contract Manager immediately.
  - 4.1.2.2 The Contractor shall repair any damage to the satisfaction of the City, at no cost to the City. The City may however, at its sole discretion, elect to make repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.
- 4.1.3 Notify the Contract Manager of recall notices, warranty replacements, safety notices, or any applicable notice regarding all City purchased parts within two (2) weeks of publication.
- 4.1.4 Provide a report for a City department of all parts or repair services performed for a specified timeframe (monthly, yearly, etc.) within five (5) working days upon request by an authorized City representative of the department, or at a time mutually agreed to between the Contractor and the authorized City representative. The report shall be in a sortable electronic or other City-approved format.
  - 4.1.4.1 For repair services, the report shall itemize the repair date, requesting Service Center, type of repair, cost for labor (including hours and rates), description and cost for parts, total cost of repair, and the repaired vehicle or equipment identification number (license plate, VIN or unit number).
  - 4.1.4.2 For parts, the report shall itemize parts by date purchased, invoice number, part number, part description, price per part, requesting Service Center, and the total dollar amount for all parts purchased.

**4.2 Repair Services**

**CITY OF AUSTIN SCOPE OF WORK  
INTERNATIONAL TRUCKS PARTS AND REPAIRS  
SOLICITATION NO.: IFB 7800 JRH1011REBID**

The Contractor shall:

- 4.2.1 Provide all labor, parts, equipment, materials, tools, supervision, and transportation required to perform the specified repairs according to the manufacturer's recommended repair techniques and standards.
- 4.2.2 Perform all repair services on the Contractor's premises.
- 4.2.3 Pick up and/or return all operable City vehicles/equipment to and/or from the Contractor's repair facility, as requested by the City. The vehicles/equipment in need of repair shall be picked up within one (1) working day after notification by the City and returned from the Contractor within one (1) working day after completion of the repair, or at a time mutually agreed to between the Contractor and authorized City representative.
  - 4.2.3.1 On occasion, the City will provide transportation for the vehicles/equipment to the Contractor's premises. Upon completion of repair, the Contractor shall return the vehicles/equipment to the City within one (1) working day after completion of the repair, or at a time mutually agreed to between the Contractor and authorized City representative.
- 4.2.4 Diagnose the vehicle/equipment for repair and provide a written estimate to the requesting authorized City representative within two (2) working days after taking possession of the vehicle/equipment, or at a time mutually agreed to between the Contractor and authorized City representative. The written cost estimate shall include:
  - 4.2.4.1 The vehicle or equipment identification number (license plate, VIN or unit number)
  - 4.2.4.2 Description of the cause of failure
  - 4.2.4.3 Description of the correction or repair needed to fix the failure
  - 4.2.4.4 The estimated labor hours and projected cost based on labor rate offered
  - 4.2.4.5 Description of the parts needed to make the repair and associated cost
  - 4.2.4.6 The total cost to complete the repair services
  - 4.2.4.7 The expected amount of time needed for the Contractor to complete the repair
- 4.2.5 Not proceed with repairs until after receiving written authorization (e.g. email) and a unique delivery order from an authorized City representative based on the written estimate provided by the Contractor. The Contractor shall not proceed with repairs based on verbal authorizations and assumes all liability and responsibility for repairs performed based on such verbal authorizations.
- 4.2.6 Notify the requesting authorized City representative of any hidden damage discovered that increases the original estimate provided to the City. The Contractor shall submit a new estimate that identifies any additional cost, material, and time added based on the hidden damage to the requesting authorized City representative for written approval and an updated delivery order before proceeding with the repairs.
- 4.2.7 Complete the repair within the timeframe specified in the estimate. If the Contractor cannot complete the repair within the estimated timeframe, the Contractor shall request an extension in writing (e.g. email) that includes the reason for the extension and the date repairs will be

**CITY OF AUSTIN SCOPE OF WORK  
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completed to the requesting City representative. The requesting City representative will provide the Contractor with a written (e.g. email) approval or denial of the extension request.

- 4.2.8 Understand that the City may inspect and/or test the vehicle/equipment within two (2) working days of receipt of the repaired vehicle to ensure the repair was completed in a satisfactory manner.

4.2.8.1 If the City detects deficiencies in the repair, the City will reject the receipt of the vehicle/equipment and the Contractor shall correct the deficiencies in the repair at its own expense, which shall include picking up and returning the vehicle/equipment if applicable.

4.2.8.2 The Contractor shall arrange for pickup of the vehicle/equipment within one (1) working day of notification, complete the corrective repair, and return the vehicle/equipment within two (2) working days of notification by the requesting authorized City representative, or at a time mutually agreed to between the Contractor and authorized City representative.

4.2.8.3 The City reserves the right to conduct any tests or inspections deemed necessary to confirm repairs and parts conform to the vehicle/equipment manufacturer's specifications. The inspections completed by the City will not relieve the Contractor of its obligation to ensure all repairs, articles, materials, and parts are consistent with the vehicle/equipment manufacturer's specifications, and are fit for their intended use.

4.2.9 Be responsible for the risk of loss or damage to all vehicles/equipment and parts in the care, custody, and control of the Contractor until accepted by an authorized City representative.

4.2.10 Return all non-usable cores to the requesting authorized City representative upon completion of each repair, if requested by the City. The Contractor shall not charge a fee for usable cores removed from a City vehicle/equipment repaired at the Contractor's facility.

4.2.11 Provide any parts removed in the repair of the vehicle/equipment for verification purposes upon request by an authorized City representative.

4.2.12 Properly recycle and/or dispose of hazardous waste, including used and contaminated lubricants and filters, in accordance with all applicable laws, rules and regulations to ensure the highest level of safety to the environment and public health at no additional cost to the City.

4.2.12.1 The Contractor shall provide the manifest ticket for hazardous materials or other proof of proper disposal on request within ten (10) working days of the request of an authorized City representative, or at a time mutually agreed to between the Contractor and authorized City representative.

4.2.13 Provide a 12-month labor warranty for all repair services. The Contractor shall provide a copy of the labor warranty to the requesting authorized City representative with each delivery, or within five (5) working days of request by an authorized City representative.

**4.3 Parts (for Inventory and Repair Services)**

**4.3.1 General**

The Contractor shall:

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- 4.3.1.1 Provide new OEM parts for the specified vehicles/equipment, except for core components on renewed assemblies, which meet all applicable federal, state and local requirements for quality and safety.
  - 4.3.1.1.1 Used, factory seconds, shopworn, demonstrator, prototype, and discontinued parts or materials are not acceptable.
  - 4.3.1.1.2 Remanufactured or rebuilt parts may be used if new parts are not available or if the City requests them in writing (e.g. email).
- 4.3.1.2 Seek approval from an authorized City representative in writing (e.g., email) to use non-OEM, rebuilt, or remanufactured parts, if new OEM parts are not available. The non-OEM parts shall meet or exceed the manufacturer's specification for the original OEM parts.
- 4.3.1.3 Have an adequate parts inventory 95% of the time to complete repairs and fill part orders within the timeframe stipulated in this Scope of Work.
- 4.3.1.4 Provide a minimum of a 12-month warranty or the standard period as provided by the manufacturer, whichever is for the greatest length of time, for defects in material and workmanship.
  - 4.3.1.4.1 The warranty period for all parts shall start when the part is installed on the City vehicle/equipment as evidenced by the Contractor's invoice for repair services or City work order.
  - 4.3.1.4.2 This warranty shall provide for replacement parts and shall include pick up and return of the vehicle or equipment, removal of the defective part and installation of the replacement part at no additional cost.
- 4.3.1.5 Guaranty that the parts provided shall not void any existing manufacturer's warranty for City vehicles/equipment.
- 4.3.1.6 Provide a copy of the manufacturer's parts warranty within five (5) working days of request by an authorized City representative.
- 4.3.2 City Inventory/Stock Parts

The Contractor shall:

  - 4.3.2.1 Understand all parts for City inventory shall be ordered on an as-needed basis.
  - 4.3.2.2 Maintain a stock level equivalent to two (2) weeks supply of inventory. The Contractor and Fleet Material Control Manager or designee will develop and mutually agree on a parts list and associated supply levels to maintain the two (2) weeks supply within one (1) month of contract award and within one (1) month of request, or at a time mutually agreed to between the Contractor and Contract Manager.
  - 4.3.2.3 Provide confirmation of the shipment quantity within two (2) hours after the City places an order to the requesting authorized City representative by e-mail, fax, or telephone. The City will order parts by e-mail, fax, or telephone from the Contractor and identify the part number, part description, quantity, delivery requirements and a unique delivery order number.
  - 4.3.2.4 Ship complete orders for parts unless arrangements for partial shipments are made in advance with the requesting authorized City representative. Each shipped order shall include an invoice showing the part number, description, quantity, and unit price for each item.



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**4.3.2.5 Deliver Parts to the ordering Service Center as indicated below.**

- 4.3.2.5.1** Stock Parts shall be delivered within two (2) working days of request by the ordering Service Center. If delivery cannot be made as specified, the Contractor shall notify the ordering Fleet Service Center and provide an estimated delivery date.
- 4.3.2.5.2** Non-Stock Parts shall be delivered within three (3) working days of request by the ordering Service Center. If delivery cannot be made as specified, the Contractor shall notify the ordering Fleet Service Center and provide an estimated delivery date.
- 4.3.2.5.3** Backordered Parts shall be delivered as specified in the estimate, or at a time mutually agreed upon by both parties.
- 4.3.2.5.4** Special Order Parts shall be delivered as specified in the estimate, or at a time mutually agreed upon by both parties.

**4.4 Collision Repairs**

Collision repairs, towing, and miscellaneous service may be subcontracted. Contractor or Subcontractor shall:

- 4.4.1** Be an established auto body repair facility equipped with all tools, diagnostic equipment, collision estimating software, and supplies necessary to complete repairs.
- 4.4.2** Have a paint booth that is in compliance with all applicable laws and regulations, whether federal, state, or local. The paint booth must be large enough to completely enclose the vehicle being painted. The total facility shall conform to all applicable City, County and Federal codes.
- 4.4.3** Have realignment equipment for all vehicles in need of adjustment. The equipment shall be a thrust alignment for frame vehicles and four-wheel alignment for unibody vehicles.
- 4.4.4** Shall diagnose the vehicle for repairs and provide a written cost estimate to the Accident Repair Coordinator or their designee within four (4) working days after taking possession of the vehicle.

**4.5 Expedited Services, Emergency Services, Code Red Parts Orders**

This Contract provides vital support to the City due to the critical nature of much of the City's business, such as Police, Fire, and EMS.

The Contractor shall:

- 4.5.1** Provide Expedited Services when requested by an authorized City representative. The Contractor may assess a flat dollar amount per vehicle/equipment repair for Expedited Services as specified in Section 0600 - Bid Sheet.
- 4.5.2** Not charge the City additional fees for repair services performed during the Contractor's off-shift hours.
- 4.5.3** Provide Emergency Services when requested by an authorized representative in the event of an emergency or major disaster. The Contractor may assess a flat dollar amount per vehicle/equipment repair for Emergency Services as specified in Section 0600 - Bid Sheet.

**CITY OF AUSTIN SCOPE OF WORK  
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- 4.5.3.1 The Contractor shall note Expedited Services on the invoice when authorized by the City.
- 4.5.4 Process Code Red orders for immediate shipping with overnight delivery and identify the order as expedited by writing "Code Red" on the delivery invoice.
  - 4.5.4.1 The Contractor may pass through an expedited shipping charge (e.g. FedEx, UPS, Priority Mail...) for any Code Red orders placed by the City. A copy of the receipt from the shipping carrier showing actual expedited shipping costs shall be included with a Code Red invoice, or within (5) working days of request by an authorized City representative.
  - 4.5.4.2 Shipping charges will not be paid for Code Red orders not delivered the next day.
  - 4.5.4.3 Provide an emergency point of contact and relevant contact information (name, cell and office phone numbers, email, etc.) who is on-call 24 hours daily including weekends and holidays to the Contract Manager upon request by the City, or at a time mutually agreed to between the Contractor and the Contract Manager. The Contractor shall notify the Contract Manager of any changes to the emergency point of contact.

**5. CITY REQUIREMENTS**

The City will:

- 5.1 Provide the Contractor with name(s) of personnel authorized to order parts or repair services within one month of Contract effective date.
- 5.2 Contact the Contractor by e-mail, fax, or telephone to place an order for parts or requesting repair services.
  - 5.2.1 For parts, the order will include the part number, part description, quantity, delivery requirements and a unique delivery order number.
- 5.3 Identify a Code Red delivery request in writing and the number of days to deliver the parts to the requesting Service Center at the time of order.
- 5.4 Test and/or inspect all repairs during the term of the Contract. The City reserves the right to conduct any tests or inspections deemed necessary to ensure repairs and parts conform to the vehicle/equipment manufacturer's specifications. Inspections completed by the City will not relieve the Contractor of its obligation to ensure all repairs, articles, materials, and parts are consistent with the vehicle or equipment manufacturer's specifications, and are fit for their intended use.

**CITY OF AUSTIN  
FLEET SERVICES  
DELIVERY LOCATIONS AND POINTS OF CONTACT**

**Service Center #1 & Hornsby Bend**

Ricardo (Ric) Calvino, Manager  
Keith Barrington, Supervisor  
Adrian Alejo, Service Consultant – 1<sup>st</sup> shift  
Joseph Jenkins, Service Consultant – 3<sup>rd</sup> shift  
6301-A Harold Court  
Austin, Texas 78721

[servicecenter1DL@austintexas.gov](mailto:servicecenter1DL@austintexas.gov)

Main Tel. No. (512) 974-1703 / Fax: (512) 974-2233

**Service Center #5**

Andrew Ettles, Manager  
Bob Baldwin, Supervisor  
Robert Opheim, Supervisor  
Paul Conde, Service Consultant  
714 East 8<sup>th</sup> Street  
Austin, TX 78701

[servicecenter5DL@austintexas.gov](mailto:servicecenter5DL@austintexas.gov)

Main Tel. No.: (512) 974-1804 / Fax No.: (512) 322-9909

**Service Center #6**

Merritt Jason Pratt, Acting Manager  
Chad Long, Supervisor  
James Fisher, Service Consultant  
1182 Hargrave  
Austin, TX 78702

[servicecenter6DL@austintexas.gov](mailto:servicecenter6DL@austintexas.gov)

Main Tel. No.: (512) 974-1742 / Fax No.: (512) 974-9156

**Service Center #8**

Irvin Schmidt  
Donald Vaughan, Supervisor  
Frank Gomez, Supervisor  
4411-D Meinardus  
Austin, TX 78745

[servicecenter8DL@austintexas.gov](mailto:servicecenter8DL@austintexas.gov)

Main Tel. No.: (512) 974-3075 / Fax No.: (512) 416-1635

**Service Center #11**

Kevin Brown, Supervisor  
Craig Subbert, Supervisor  
6301-J Harold Court  
Austin, TX 78721

[servicecenter11DL@austintexas.gov](mailto:servicecenter11DL@austintexas.gov)

Main Tel. No.: (512) 974-2389 / Fax No.: (512) 974-9055

**Service Center #12**

Kevin Brown, Supervisor  
Craig Subbert, Supervisor  
4108 Todd Lane  
Austin, TX 78744

[servicecenter12DL@austintexas.gov](mailto:servicecenter12DL@austintexas.gov)

Main Tel. No.: (512) 974-4368 / Fax No.: (512) 974-4328

**Service Center #13**

James Forman, Manager  
2412 Kramer Lane, Bldg. A  
Austin, TX 78758

[servicecenter13DL@austintexas.gov](mailto:servicecenter13DL@austintexas.gov)

Main Tel. No.: (512) 978-2340 / Fax No.: (512) 978-2350

**Parts Room - Service Center #1 & Hornsby Bend**

Amy Arredondo, Stores Coordinator (512) 974-1759  
Osiris Valdez (512) 974-9020  
Jose Herrera (512) 974-1772  
Stasha Merz (512) 974-2756

Email: [amy.arredondo@austintexas.gov](mailto:amy.arredondo@austintexas.gov)

**Parts Room - Service Center #5**

Edward Kinch, Stores Coordinator (512) 974-1889  
Gilbert Rodriguez (512) 974-1841  
Rey Degollado (512) 974-1813

Email: [edward.kinch@austintexas.gov](mailto:edward.kinch@austintexas.gov)

**Parts Room - Service Center #6**

Gloria Vasquez, Stores Coordinator (512) 974-1857  
Daniel Ramirez (512) 974-1743  
Roger Molina (512) 974- 9162

Email: [gloria.vasquez@austintexas.gov](mailto:gloria.vasquez@austintexas.gov)

**Parts Room - Service Center #8**

Brenita Selement, Stores Coordinator (512) 974-3029  
Raymond Solis (512) 974-2687  
Christopher Alvarez (512) 974-4319

Email: [brenita.selement@austintexas.gov](mailto:brenita.selement@austintexas.gov)

**Parts Room - Service Center #11**

Mike Maharidge, Stores Coordinator (512) 974-9022  
Harold Terry (512) 974-1763

Email: [mike.maharidge@austintexas.gov](mailto:mike.maharidge@austintexas.gov)

**Parts Room - Service Center #12**

Mike Maharidge, Stores Coordinator (512) 974-9022  
Ruben Orosco (512) 974-1721

Email: [mike.maharidge@austintexas.gov](mailto:mike.maharidge@austintexas.gov)

**Parts Room - Service Center #13**

Glenn Iosbaker, Stores Coordinator (512) 978-2341  
Luis Velez (512) 978-2342

Email: [glenn.iosbaker@austintexas.gov](mailto:glenn.iosbaker@austintexas.gov)



**CITY OF AUSTIN  
FLEET SERVICES  
DELIVERY LOCATIONS AND POINTS OF CONTACT**

<p><b>Fleet Tire Shop</b>  <b>Daniel Dominguez, Stores Coordinator</b>          6301-K Harold Court          Austin, TX 78721</p> <p>Email: <a href="mailto:daniel.dominguez@austintexas.gov">daniel.dominguez@austintexas.gov</a>          Main Tel. No.: (512) 974-1788</p>	<p><b>Fleet Administration - Contracts &amp; Contract Compliance</b>          1190 Hargrave Street          Austin, TX 78702</p> <p><b>Hazel Black, Contract Management Supervisor I</b>          (512) 974-1751      Fax: (512) 974-1769  <a href="mailto:hazel.black@austintexas.gov">hazel.black@austintexas.gov</a></p>
<p><b>Materials Control</b>          6301-K Harold Court          Austin, Texas 78721</p> <p><b>Lonnie Jones, Materials Control Supervisor</b>          Assigned Service Centers:</p> <p>Parts Rooms SC 1, 11, 12, Tire Shop          Office (512) 974-1744          Email: <a href="mailto:lonnie.jones@austintexas.gov">lonnie.jones@austintexas.gov</a></p> <p><b>Henry Guerra, Materials Control Supervisor</b>          Assigned Service Centers</p> <p>Parts Rooms 5, 6, 8, 13          Office (512) 974-1547          Email: <a href="mailto:henry.guerra@austintexas.gov">henry.guerra@austintexas.gov</a></p>	<p><b>Perry Been, Contract Management Specialist III</b>          (512) 974-2629      Fax: (512) 974-1769  <a href="mailto:perry.been@austintexas.gov">perry.been@austintexas.gov</a></p> <p><b>Molly Strickland, Contract Management Specialist III</b>          (512) 974-1749      Fax: (512) 974-1769  <a href="mailto:molly.strickland@austintexas.gov">molly.strickland@austintexas.gov</a></p> <p><b>Ruben Cantu, Contract Management Specialist II</b>          (512) 974- 1974      Fax: (512) 974-1538  <a href="mailto:vacant@austintexas.gov">vacant@austintexas.gov</a></p> <p><b>Steve Orwick, Contract Management Specialist I</b>          (512) 974-1768      Fax: (512) 974-1769  <a href="mailto:steve.orwick@austintexas.gov">steve.orwick@austintexas.gov</a></p>

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

**NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).**

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	Kyrish Truck Center	
Physical Address	4711 E 7th Street Austin, TX 78702	
Is your headquarters located in the Corporate City Limits? (circle one)	<u>Yes</u>	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<u>Yes</u>	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<u>Yes</u>	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**Section 0700: Reference Sheet**

Responding Company Name \_\_\_\_\_

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name \_\_\_\_\_ Texas Disposal Inc.  
Name and Title of Contact \_\_\_\_\_ Harold Graves - Transportation Director  
Project Name \_\_\_\_\_ Parts & Service  
Present Address \_\_\_\_\_ 3606 FM 1327  
City, State, Zip Code \_\_\_\_\_ Buda, TX 78610  
Telephone Number \_\_\_\_\_ ( 512 ) 421-1300 Fax Number ( \_\_\_\_\_ )  
Email Address \_\_\_\_\_
2. Company's Name \_\_\_\_\_ Custom Crete  
Name and Title of Contact \_\_\_\_\_ Matt Manto - Director  
Project Name \_\_\_\_\_ Parts & Service  
Present Address \_\_\_\_\_ 4433 Terry O-Lane  
City, State, Zip Code \_\_\_\_\_ Austin, TX 78745  
Telephone Number \_\_\_\_\_ ( 512 ) 443-5787 Fax Number ( \_\_\_\_\_ )  
Email Address \_\_\_\_\_
3. Company's Name \_\_\_\_\_ Lauren Concrete  
Name and Title of Contact \_\_\_\_\_ John Wetjen  
Project Name \_\_\_\_\_ Parts & Service  
Present Address \_\_\_\_\_ 4501 Shaw Lane  
City, State, Zip Code \_\_\_\_\_ Austin, TX 78744  
Telephone Number \_\_\_\_\_ ( 512 ) 389-2113 Fax Number ( \_\_\_\_\_ )  
Email Address \_\_\_\_\_

**City of Austin, Texas**

**Section 0800**

**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**

**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin**

**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.



The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 13th day of May, 2019

CONTRACTOR  
Authorized  
Signature

Kyrish Truck Center

Title

Parts Director

**Section 0815: Living Wages Contractor Certification**

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$15.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$15.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Sean Steinbrecher		Prime		Warehouse Manager
Shawn Hipolito		Prime		Parts Sales
Alan Widlock		Prime		Parts Admin
David Cano		Prime		Driver
James West		Prime		Asst Manager
Rick Goerlitz		Prime		Parts Sales

- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$15.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$15.00 per hour.

Contractor's Name: \_\_\_\_\_

Signature of Officer  
or Authorized  
Representative: \_\_\_\_\_

Date: May 13, 2019

Printed Name: \_\_\_\_\_

James Greenwood

Title \_\_\_\_\_

Parts Director

**Section 0835: Non-Resident Bidder Provisions**

Company Name Kyrish Truck Center

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Texas Resident Bidder - Yes

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.
- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_



**Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM**

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 7800 JRH1011REBID  
SOLICITATION TITLE: International Trucks Parts and Repairs

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

**Instructions:**

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.  
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

**Instructions:** Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

**Instructions:** Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Kyrish Truck Center		
City Vendor ID Code	LON2935250		
Physical Address	4711 E 7th Street		
City, State Zip 78702	Austin, TX		
Phone Number	512.389.7231	Email Address	jgreenwood@kyrishtrucks.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO  <input type="checkbox"/> YES      Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		
<p><b>Offeror Certification:</b> I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed <b>Subcontracting/Sub-Consulting Utilization Form</b>, and if applicable my completed <b>Subcontracting/Sub-Consulting Utilization Plan</b>, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the <b>Request For Change</b> form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my <b>Subcontracting/Sub-Consulting Utilization Plan</b>, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my <b>Request for Change</b> form. I understand that, if a Subcontractor is not listed in my <b>Subcontracting/Sub-Consulting Utilization Plan</b>, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my <b>Request for Change</b> form.</p>			
_____ Name and Title of Authorized Representative (Print or Type)		_____ Signature/Date	

**Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN**

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 7800 JRH1011REBID  
SOLICITATION TITLE: International Trucks Parts and Repairs

**INSTRUCTIONS:** Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

**Instructions:** Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov)) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

**Instructions:** Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

**STEP ONE:** Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

**STEP TWO:** Perform Good Faith Efforts (Check List provided below);

**STEP THREE:** Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

**GOOD FAITH EFFORTS CHECK LIST -**

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following CHECK BOXES **MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation **CANNOT** be added or changed after submission of the bid.

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov)) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

**SOLICITATION NUMBER:** IFB 7800 JRH1011REBID

**SOLICITATION TITLE:** International Trucks Parts and Repairs

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
  
- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
  
- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 7800 JRH1011REBID  
SOLICITATION TITLE: International Trucks Parts and Repairs

*(Offerors may duplicate this page to add additional Subcontractors as needed)*

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

\_\_\_\_\_  
Reviewing Counselor

\_\_\_\_\_  
Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

\_\_\_\_\_  
Director/Assistant Director or Designee

\_\_\_\_\_  
Date





**BID SHEET  
CITY OF AUSTIN  
INTERNATIONAL TRUCKS PARTS AND REPAIRS**

**SOLICITATION NO.:** IFB 7800 JRH1011REBID

**BUYER:** John Hilburn

**Special Instructions:** Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The City reserves the right to award Group 1, Group 2, and Group 3 to the same or separate vendors.

Group 3 will be awarded to the lowest overall vendor. For award of Group 3, Section 3B will be weighted at 80% and Section 3A will be weighted at 20%.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. Offerors must bid on all items in a Group to be considered for award of that Group. A bid of "no bid" or no response (space left blank) shall be considered as non-responsive for that Group and will result in disqualification for award of that Group.

Prices offered on the bid sheet shall be all inclusive of fees not expressly allowed in the scope of work. The Offeror shall not charge separately for administrative, overhead, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.) to deliver services or items to the Austin, Texas area. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

**GROUP 1 - REPAIR SERVICES & RELATED SERVICES**

**SECTION 1A – HOURLY LABOR RATE** - Any revision to the Labor Rate may only be adjusted using the Economic Price Adjustment provision in Section 0400.

ITEM NO.	DESCRIPTION OF LABOR HOURS - GROUP 1 VEHICLES	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1A	LABOR RATE PER HOUR FOR REPAIR SERVICES (Normal business hours as specified in Section 0500)	HOUR	3,000	\$135.00	\$ 405,000.00
1.2A	FLAT FEE FOR ROUND TRIP PICKUP AND DELIVERY OF CITY EQUIPMENT	EA	180	\$50.00	\$ 9,000.00
1.3A	FLAT FEE FOR EXPEDITED SERVICES	EA	10	\$0.00	\$ -
1.4A	FLAT FEE FOR EMERGENCY SERVICES	EA	2	\$0.00	\$ -
TOTAL FOR SECTION 1 =					\$ 405,000.00

**GROUP 2 - COLLISION REPAIR, TOWING AND MISCELLANEOUS SERVICES**

**SECTION 2 – COLLISION REPAIR, ASSOCIATED TOWING AND MISCELLANEOUS SERVICES COSTS**

The City anticipates spending approximately \$75,000 for collision repair, associated towing, and miscellaneous services, which may be subcontracted. Subcontracting costs include, but are not limited to, collision repairs and towing. The percentage mark-up to subcontracting costs shall be fixed throughout the term of the contract and not subject to increases.

ITEM NO.	DESCRIPTION	PERCENTAGE MARK-UP	ESTIMATED ANNUAL SPEND
2.1	MARKUP TO COLLISION REPAIR, TOWING AND MISCELLANEOUS SERVICES COSTS	No Bid	#VALUE!
TOTAL EXTENDED PRICE FOR SECTION 2 =			#VALUE!

**GROUP 3 - PARTS**

**SECTION 3A – SPECIFIED ITEMS (SAMPLE ITEMS)**

ITEM NO.	CITY PART #	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
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3.1A	4309076RX	Turbo Exhaust Assembly	3	EA	\$3,695.86	\$	11,087.58
3.2A	5010581R91	Turbo Exhaust Charger	3	EA	\$1,856.62	\$	5,569.86
3.3A	2513976C92	ERG Cooler Kit	2	EA	\$1,640.45	\$	3,280.90
3.4A	2612521C91	Converter Emission Middle	2	EA	\$2,922.83	\$	5,845.66
3.5A	2000985C93	Radiator Assembly	4	EA	\$1,755.33	\$	7,021.32
3.6A	3599754C92	Compressor Brake Kit	6	EA	\$2,440.38	\$	14,642.28
3.7A	2605800C1	DPF Filter	5	EA	\$1,103.40	\$	5,517.00
TOTAL FOR SECTION 3A =						\$	52,964.60

### SECTION 3B -- DISCOUNT OFF OR MARKUP TO MANUFACTURER PRICE LISTS FOR PARTS

The City estimates an annual spending need of \$575,000 for International Truck parts.

The City may wish an Offeror provide additional products as they relate to this contract. In order to be paid for those additional products, provide manufacturers name and catalog numbers for the additional products you can provide the City. Indicate the minimum percentage discount or maximum markup to costs you can provide the City for these products. Revisions to this discount or markup may only be adjusted according to the Published Price Lists provision in Section 0400. The Offeror must use an International price list.

The invoice prices for these parts shall be based off a markup or discount off a price list as indicated below. The percentage given should take into account all costs (administrative, overhead, shipping charges, etc.) to deliver the parts to the Austin, TX area. These costs shall be factored into the markup/discount rates and shall not be paid separately.

ITEM NO.	MANUFACTURER OF PARTS	NAME AND NUMBER OF PRICE LIST	LATEST EFFECTIVE DATE OF PRICE LIST	DISCOUNT FROM, OR MARKUP TO PRICE LIST
3.1B	Navistar	PL310-1A-B-PDC National Fleet	25Mar19%	National Fleet
TOTAL FOR SECTION 3B =				\$ 575,000.00
TOTAL EXTENDED PRICE FOR SECTIONS 3A - 3B =				\$ 627,964.60

### SECTION 3C -- RELATED SERVICES

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
3.1C	"CODE RED" SHIPPING CHARGES	EA	15	AT COST (NO ADDITIONAL MARKUP)	
TOTAL EXTENDED PRICE FOR GROUPS 1 - 3 =					#VALUE!



**SECTION 4 – CONFIRMATION OF REQUIREMENTS**

ITEM NO.	ITEM DESCRIPTION	
4.1	How many City vehicles can your facility accommodate per week?	____ 10 ____ NUMBER OF VEHICLES
4.2	Is your Repair Facility an authorized International service and warranty facility?	Yes
4.3	How many International certified technicians do you have?	____ 14 ____ NUMBER OF Certified TECHNICIANS
4.4	Do the service technicians have three years of hands-on experience in the last five years?	Yes
4.5	Is your Repair Facility able to provide expedited repairs?	Yes
4.6	State the distance your Repair Facility is to the Texas State Capitol.	____ 4 ____ MILES
4.7	Provide Manufacturer's Price List(s) with this bid	Yes

**DELIVERY TERMS:** DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED**DELIVERY METHOD:** ☐ COMMON CARRIER (FedEx,UPS) ☒ VENDOR DELIVERY

<b>COMPANY NAME:</b>	Kyrish Truck Center
<b>EMAIL ADDRESS:</b>	

## GOAL DETERMINATION REQUEST FORM

<b>Buyer Name/Phone</b>	John Hilbun 974-1054	<b>PM Name/Phone</b>	
<b>Sponsor/User Dept.</b>	Fleet 7800	<b>Sponsor Name/Phone</b>	Perry Been 512-974-2629
<b>Solicitation No</b>	IFB 7800 JRH1011REBID	<b>Project Name</b>	Parts and Repairs for International Trucks
<b>Contract Amount</b>	\$5,700,000	<b>Ad Date (if applicable)</b>	
<b>Procurement Type</b>			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input checked="" type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
<b>Provide Project Description**</b>			
Parts and Repairs for International Trucks			
<b>Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.</b>			
This is replacing MA 7800 NS150000029 & GS140000006 (Parts and Repairs were separate). These contracts had no goals because they were sole source. Now there are multiple dealerships in the area that provide these services and are authorized to do so, so there now exists enough competition to conduct an IFB solicitation for these services.			
<b>List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)</b>			
92939 - Emergency/Rescue Vehicle Accessory And Major Components (100%)			
John Hilbun		4/16/2019	
<b>Buyer Confirmation</b>		<b>Date</b>	

\* Sole Source must include Certificate of Exemption

\*\*Project Description not required for Sole Source

<b>FOR SMBR USE ONLY</b>			
<b>Date Received</b>	4/16/2019	<b>Date Assigned to BDC</b>	4/16/2019
<b>In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	

## GOAL DETERMINATION REQUEST FORM

<input type="checkbox"/> Exempt from MBE/WBE Procurement Program	<input checked="" type="checkbox"/> No Goals
--	--

## GOAL DETERMINATION REQUEST FORM

**This determination is based upon the following:**

- |  |  |
|--|--|
| <input type="checkbox"/> Insufficient availability of M/WBEs       | <input type="checkbox"/> No availability of M/WBEs               |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input type="checkbox"/> No subcontracting opportunities         |
| <input type="checkbox"/> Sufficient availability of M/WBEs         | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source                               | <input type="checkbox"/> Other                                   |

*If Other was selected, provide reasoning:*

**MBE/WBE/DBE Availability**

N/A

**Subcontracting Opportunities Identified**

N/A

Tracy Burkhalter

**SMBR Staff**

**Signature/ Date**

*Tracy Burkhalter*

4-16-19

**SMBR Director or Designee**

**Date**

4-17-19

**Returned to/ Date:**



**BID SHEET  
CITY OF AUSTIN  
INTERNATIONAL TRUCKS PARTS AND REPAIRS**

**SOLICITATION NO.:** IFB 7800 JRH1011REBID

**BUYER:** John Hilbun

**Special Instructions:** Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

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Group 3 will be awarded to the lowest overall vendor. For award of Group 3, Section 3B will be weighted at 80% and Section 3A will be weighted at 20%.

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**GROUP 1 - REPAIR SERVICES & RELATED SERVICES**

**SECTION 1A -- HOURLY LABOR RATE** - Any revision to the Labor Rate may only be adjusted using the Economic Price Adjustment provision in Section 0400.

ITEM NO.	DESCRIPTION OF LABOR HOURS - GROUP 1 VEHICLES	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
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1.2A	FLAT FEE FOR ROUND TRIP PICKUP AND DELIVERY OF CITY EQUIPMENT	EA	180	\$50.00	\$ 9,000.00
1.3A	FLAT FEE FOR EXPEDITED SERVICES	EA	10	\$0.00	\$ -
1.4A	FLAT FEE FOR EMERGENCY SERVICES	EA	2	\$0.00	\$ -
TOTAL FOR SECTION 1 =					\$ 405,000.00

**GROUP 2 - COLLISION REPAIR, TOWING AND MISCELLANEOUS SERVICES**

**SECTION 2 -- COLLISION REPAIR, ASSOCIATED TOWING AND MISCELLANEOUS SERVICES COSTS**

The City anticipates spending approximately \$75,000 for collision repair, associated towing, and miscellaneous services, which may be subcontracted. Subcontracting costs include, but are not limited to, collision repairs and towing. The percentage mark-up to subcontracting costs shall be fixed throughout the term of the contract and not subject to increases.

ITEM NO.	DESCRIPTION	PERCENTAGE MARK-UP	ESTIMATED ANNUAL SPEND
2.1	MARKUP TO COLLISION REPAIR, TOWING AND MISCELLANEOUS SERVICES COSTS	No Bid	#VALUE!
TOTAL EXTENDED PRICE FOR SECTION 2 =			#VALUE!

**GROUP 3 - PARTS**

**SECTION 3A -- SPECIFIED ITEMS (SAMPLE ITEMS)**

ITEM NO.	CITY PART #	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
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3.1A	4309076RX	Turbo Exhaust Assembly	3	EA	\$3,695.86	\$ 11,087.58
3.2A	5010581R91	Turbo Exhaust Charger	3	EA	\$1,856.62	\$ 5,569.86
3.3A	2513976C92	ERG Cooler Kit	2	EA	\$1,640.45	\$ 3,280.90
3.4A	2612521C91	Converter Emission Middle	2	EA	\$2,922.83	\$ 5,845.66
3.5A	2000985C93	Radiator Assembly	4	EA	\$1,755.33	\$ 7,021.32
3.6A	3599754C92	Compressor Brake Kit	6	EA	\$2,440.38	\$ 14,642.28
3.7A	2605800C1	DPF Filter	5	EA	\$1,103.40	\$ 5,517.00
TOTAL FOR SECTION 3A =						\$ 52,964.60

### SECTION 3B -- DISCOUNT OFF OR MARKUP TO MANUFACTURER PRICE LISTS FOR PARTS

The City estimates an annual spending need of \$575,000 for International Truck parts.

The City may wish an Offeror provide additional products as they relate to this contract. In order to be paid for those additional products, provide manufacturers name and catalog numbers for the additional products you can provide the City. Indicate the minimum percentage discount or maximum markup to costs you can provide the City for these products. Revisions to this discount or markup may only be adjusted according to the Published Price Lists provision in Section 0400. The Offeror must use an International price list.

The invoice prices for these parts shall be based off a markup or discount off a price list as indicated below. The percentage given should take into account all costs (administrative, overhead, shipping charges, etc.) to deliver the parts to the Austin, TX area. These costs shall be factored into the markup/discount rates and shall not be paid separately.

ITEM NO.	MANUFACTURER OF PARTS	NAME AND NUMBER OF PRICE LIST	LATEST EFFECTIVE DATE OF PRICE LIST	DISCOUNT FROM, OR MARKUP TO PRICE LIST
3.1B	Navistar	PL310-IA-B-PDC National Fleet	25Mar19%	National Fleet
TOTAL FOR SECTION 3B =				\$ 575,000.00
TOTAL EXTENDED PRICE FOR SECTIONS 3A - 3B =				\$ 627,964.60

### SECTION 3C -- RELATED SERVICES

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
3.1C	"CODE RED" SHIPPING CHARGES	EA	15	AT COST (NO ADDITIONAL MARKUP)	
TOTAL EXTENDED PRICE FOR GROUPS 1 - 3 =					#VALUE!